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JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

June 19, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LENNOX GARBAGE DISPOSAL DISTRICT
SUPERVISORIAL DISTRICT 2
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING
BOARD OF THE LENNOX GARBAGE DISPOSAL DISTRICT:**

1. Award a contract for the automated collection, transportation, disposal/management of refuse, and the separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the Lennox Garbage Disposal District (Lennox GDD) to BFI Waste Systems of North America, Inc., a Division of Allied Waste Industries, Inc., located in Gardena, California. This contract will be effective August 1, 2003, and terminate June 30, 2008.
2. Instruct the Chair to sign this contract.
3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Authorize Public Works to encumber an annual amount not to exceed \$988,000. This amount is based on the contractor's annual fee to perform these services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As directed by the Board of Supervisors, on September 2, 1997, Public Works issued a statutory five-year advance notice to all permitted waste collectors that had continuously operated in the unincorporated Lennox community for the previous three years. The notice stated that the County intended to provide exclusive refuse collection services in the area five years from such date.

On May 22, 2001, the Board approved the Solid Waste Collection System Option Analysis Report, dated February 2001. The Report prepared by Public Works, in concert with the Department of Health Services and County Counsel and in consultation with the solid waste industry, provided an overview of the existing solid waste collection system and identified its deficiencies. The Report evaluated alternatives to improve the system and recommended, among other things, that the County continue to work with the Lennox community in addressing their numerous complaints regarding the current open-market solid waste collection system.

A public information meeting was held on January 24, 2002, in which Lennox residents expressed their concerns regarding the deficiencies of the open-market solid waste collection system and were informed of alternative collection systems. As a result, the community requested the County to begin the process of forming a garbage disposal district to address the current deficiencies.

On November 20, 2002, the County of Los Angeles Local Agency Formation Commission issued a Certificate of Completion for the formation of the Lennox GDD. This formation process was the culmination of a yearlong process, including the conducting of a special mail ballot election on October 22, 2002, where residents overwhelmingly approved the formation of the Lennox GDD (85 percent to 15 percent). On November 21, 2002, the Commission submitted the appropriate application and documentation to the State Board of Equalization to complete the Lennox GDD's formation and enable it to begin providing services by July 1, 2003.

The recommended action is to award a contract for the automated collection, transportation, disposal/management of refuse, and the separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments in the Lennox GDD.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Service Excellence, since providing continuous refuse collection and disposal services to residential and business establishments within the Lennox GDD without interruption protect the environment, health, and safety of the Lennox GDD's residential and business establishments, as well as improves the quality of life in the Lennox GDD.

FISCAL IMPACT/FINANCING

Payment to the contractor will be \$988,000 annually. This amount is based on the contractor's monthly fees of \$82,334.

This contract will be for a period of 59 months, commencing on August 1, 2003, and ending June 30, 2008. Work under this contract may be canceled or terminated anytime by the County, with cause, upon providing at least 60 days' written notice to the contractor.

This contract allows renegotiation downward, consistent with any budget reductions or termination, should funds not be appropriated for a future fiscal year. Payment adjustments for the separate refuse collection and recycling services will be based on the workload and/or on the contractor's demonstration that it has incurred substantial cost increases in disposal fees or transportation costs due to lack of availability of disposal sites within 100 miles of downtown Los Angeles. The proposed contract does not provide for a cost of living adjustment.

Financing for this contract has been included in the proposed 2003-04 budget for the Lennox GDD. Subject to the successful completion of the Proposition 218 process, which is currently underway, the contract costs will be offset by fees assessed to the Lennox GDD's property owners.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractor has properly executed this contract and County Counsel has approved it as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract as authority to contract for this service is expressly provided by statute (Public Resources Code Section 49019). County Counsel concurs with this determination.

CONTRACTING PROCESS

On February 6, 2003, Public Works solicited proposals from 149 Countywide permitted haulers approved by the County Department of Health Services to operate within the Lennox GDD. Also, a notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times for ten consecutive days.

On March 6, 2003, three proposals were received. Proposers were requested to provide costs for three alternate methods for collection of refuse, recyclable materials, and green waste. Under a "blind bid" process developed by County Counsel in order to ensure fairness in selecting between the three alternatives, proposals were received by an independent third party (City of Monterey Park) and screened for proposal completeness. Proposal copies without proposers' name/identification and pricing were then reviewed by Public Works to determine the proposer's responsiveness and responsibility. All three proposers were found to be responsible and responsive. Without knowing the proposers identity, pricing for each responsible and responsive proposer was then reviewed by Public Works. Public Works chose the alternative based on the prices proposed and the operational preferences of the residents of the Lennox GDD which is the automated collection, transportation, disposal/management of refuse, and the separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments. It is recommended that this contract be awarded to the lowest cost and responsible proposer for this alternative, BFI Waste Systems of North America, Inc., a Division of Allied Waste Industries, Inc., located in Gardena, California. The contractor has met all the minimum qualifications, having proven capability and experience to successfully provide the requested service in accordance with the contract's specifications and having demonstrated an understanding of the work required.

As requested by your Board, the contractor submitted its safety record. The safety record reflects that the contractor experienced one fatality in November 2001. The contractor indicated that one of its employees was struck by a motor vehicle while walking across a residential street. The driver of the motor vehicle fled the scene. The contractor's operation on similar Public Works projects have been conducted in accordance with appropriate safety standards.

Evidence of the required Comprehensive General and Automobile Liability insurance policies naming the County as additional insured, Workers' Compensation insurance,

and a performance security will be obtained from the contractor before any work commences.

This contract contains Board-ordered contract terms regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, nonpayment for services received after expiration or termination of the contract, and the Safely Surrendered Baby Law.

Enclosure B reflects each proposer's minority participation. Upon final analysis and consideration, the contractor was selected without regard to race, creed, gender, or color.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with the Los Angeles County Code Section 2.200 (Child Support Compliance Program).

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services that exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please have the original and one copy of this agreement signed by the Chair. Please return the signed copy for the contractor to this office, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

The Honorable Board of Supervisors
June 19, 2003
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One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

AM
P:\ASPUB\CONTRACT\AM\LENNOXGDD\BDLTR.WORD

Enc. 5

cc: Chief Administrative Office
County Counsel

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 177
Bid Title : Lennox Garbage Disposal District
Bid Type : Service
Department : Public Works
Commodity : GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE
Open Date : 2/6/2003
Closing Date : 3/6/2003 5:30 PM
Bid Amount : N/A
Bid Download : Not Available
Bid Description : NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 4:30 p.m., Thursday, March 6, 2003, for "Lennox Garbage Disposal District."

A Proposers= Conference will be held at Public Works' Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, on Thursday, February 20, 2003, at 8 a.m., in Conference Room D. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not attending this conference will be rejected as nonresponsive. This location is compliant with the Americans with Disabilities Act (ADA) requirements.

Upon request, Public Works can provide contract information in alternate formats or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge, Monday through Thursday, 7 a.m. to 5:30 p.m., from Public Works' Lobby Cashier, 900 South Fremont Avenue, Alhambra, California 91803, or by calling Ms. Marcia Lucero at (626) 458-4044 (se habla Espanol) to have it mailed.

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 2/10/2003 12:35:34 PM

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County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 00896101	

II FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 151						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owner/Partners/Associated Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					17	2
Hispanic/Latino			8	2	101	6
Asian or Pacific Islander			1		1	1
American Indian						
Filipino						
White			2		3	7


III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	11 %	73 %	1 %	%	%	3 %
Women	11 %	5 %	1 %	%	%	5 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
n/a					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: General Manager	Date: 3/6/03
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County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input checked="" type="checkbox"/> Other (Please Specify) Limited Liability Co.						
Total Number of Employees (including owners): 748						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Sole Owners/Partners/Associate Partners		Managers		Non-Managerial Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	N/A	N/A	4	2	21	9
Hispanic/Latino	"	"	13	3	553	51
Asian or Pacific Islander	"	"	0	1	9	6
American Indian	"	"	0	0	0	0
Filipino	"	"	0	0	0	0
White	"	"	16	4	34	22

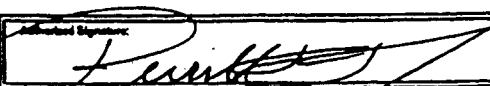
III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. **N/A**

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) **N/A**

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature: 	Title: Vice President	Date: 3/4/03
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County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: USA Waste of California, Inc. dba Waste Management+	
<input checked="" type="checkbox"/> I AM NOT <input type="checkbox"/> I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 224						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Senior Managers		All Other Employees	
	Male	Female	Male	Female	Male	Female
Black/African American			3		23	2
Hispanic/Latino			4		163	4
Asian or Pacific Islander					2	2
American Indian						
Filipino						
White			3	3	13	1

III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. ****Publicly Held Corporation**

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

	Vice President- Division Manager	Date: March 3, 2003
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A G R E E M E N T

THIS AGREEMENT, is made and entered into BY AND BETWEEN the Lennox Garbage Disposal District, a special District formed pursuant to Public Resources Code Section 49000, et.seq., hereinafter referred to as "District," and BFI Waste Systems of North America, Inc., a division of Allied Waste Industries, Inc., hereinafter referred to as "Contractor."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said District of the Contractor's Proposal filed with the District on the 6th Day of March 2003, hereby agrees to furnish the automated collection, transportation, disposal of refuse, and the separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments (Alternative A), within the Lennox Garbage Disposal District, to the satisfaction of the Director of Public Works, as described in the attached Specifications for the "Lennox Garbage Disposal District."

SECOND: The Contract Specifications, the Contractor's Proposal and clarifications of the Contractor, and the Standard Terms and Conditions of Los Angeles County Service Contracts, all attached hereto, and the insurance certifications, and a bond for faithful performance are incorporated herein, and are agreed by the District and the Contractor to constitute an integral part of the Contract documents.

THIRD: The District agrees, in consideration of satisfactory completion of the services, and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor the rates pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission (Alternative A) an annual amount greater than \$988,000 or such greater sum as the Board may approve. In addition, the Contractor agrees to charge a one-time fee of \$2.75 to each customer for each extra 96-gallon refuse container; and, a one-time fee of \$2.75 for each extra 64-gallon recyclable or green waste container.

FOURTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to provide the automated collection, transportation, disposal of refuse, and the separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District to meet the District's requirements.

FIFTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the District's Specifications, Requirements, Terms, and Conditions, and Addenda to the Request for Proposals, herein, the District's Specifications, Requirements, Terms, Conditions, and Addenda shall control and be binding.

[illegible]

IN WITNESS WHEREOF, the ~~District~~ has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, on the _____ day of _____, 2003.

COUNTY OF LOS ANGELES, ACTING AS
THE DISTRICT'S GOVERNING BOARD

By _____
Chair, Board of Supervisors

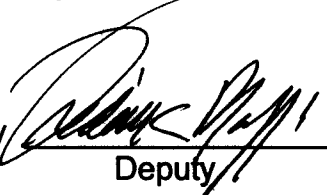
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

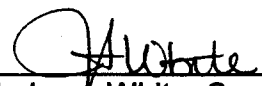
APPROVED AS TO FROM:

LLOYD W. PELLMAN
County Counsel

By  _____
Deputy

BFI WASTE SYSTEMS OF NORTH
AMERICA, INC., A DIVISION OF
ALLIED WASTE INDUSTRIES, INC.

By  _____
Gerald Perissi, General Manager

By  _____
Jo Lynn White, Secretary

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE SERVICES DIVISION
ALL-PURPOSE ACKNOWLEDGMENT

State of Arizona
County of Maricopa
On 6-10-03 before me Susanne A. Webb, Notary
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"
personally appeared Jolynn White
NAME(S) OF SIGNER(S)

☒ personally know to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



SUSANNE A. WEBB
Notary Public - Arizona
Maricopa County
My Commission Expires
September 17, 2004

Witness my hand and official seal.

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)
☒ CORPORATE OFFICER(S)

Secretary

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GRARDIAN/CONSERVATOR
☐ OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

BFI Waste Systems
of North America, Inc.

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document

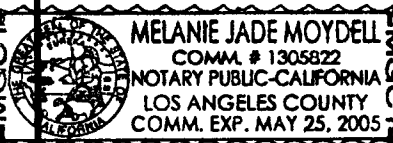
Number of Pages Date of Document

Signer(s) Other Than Named Above

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE SERVICES DIVISION
ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of LOS ANGELES
On 06/16/2003 before me MELANIE JADE MOYDELL, Notary Public
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"
personally appeared GERALD PERISSI
NAME(S) OF SIGNER(S)

☒ personally know to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)
☐ CORPORATE OFFICER(S)

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GRARDIAN/CONSERVATOR
☒ OTHER: GENERAL MANAGER

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

BFI WASTE SYSTEMS OF
NORTH AMERICA, INC.

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document LENNOX GARBAGE DISPOSAL DISTRICT

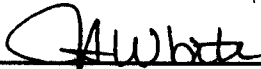
Number of Pages Date of Document

Signer(s) Other Than Named Above MYM JOLYNN WHITE


CERTIFICATE

The undersigned certifies that she is the duly elected, qualified and acting Secretary of **BFI WASTE SYSTEMS OF NORTH AMERICA, INC.**, a Delaware corporation (the "**Corporation**") and that attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation, and that such resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

Dated: June 13, 2003.



Jo Lynn White
Secretary



SPECIFICATIONS AND CONDITIONS
FOR
LENNOX GARBAGE DISPOSAL DISTRICT

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- ** Section 6 - Schedule of Prices

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PART I
SPECIFICATIONS AND CONDITIONS
FOR
LENNOX GARBAGE DISPOSAL DISTRICT

SECTION 1

WORK REQUIRED

A. Work Required

The work to be accomplished under these Specifications requires the Contractor to furnish all labor, supervision, materials, and equipment necessary for the automated collection, transportation, disposal of refuse, and the separate automated collection and management of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District.

SECTION 2

SCOPE OF WORK

A. (Intentionally left blank)

B. (Intentionally left blank)

C. Work Location

County of Los Angeles, Lennox Garbage Disposal District. See Exhibit A, District map.

D. Work Description

1. General

The work to be performed under these specifications for shall include the furnishing of all labor, supervision, material, and equipment necessary for the automated collection, transportation, and disposal of refuse, and the separate collection and management of recyclable materials, and green waste, as defined in Title 20 of the Los Angeles County Code, or future amendment thereto, from all residences, multi-family residences, businesses, and commercial/industrial establishments within the territory of the County as included in the aforementioned District (Alternative A).

The boundaries of the District are defined by resolution of the Board establishing this District. The District's boundaries may be changed or altered during the term of this Contract.

Contractor shall dispose of refuse at permitted facilities pursuant to Title 20 of the Los Angeles County Code, and all other Federal, State, and local laws and regulations. Except as noted otherwise, Contractor shall not collect, transport, or dispose hazardous or toxic materials as defined per Federal, State, or local laws or regulations under this Contract.

Unless otherwise approved in writing by the Director/Designee, Contractor shall not dispose of recyclable materials and green waste in a disposal site and/or transformation facility.

The foregoing work shall be done in a thorough and professional manner to the satisfaction of the Director/Designee. The Director/Designee shall approve or disapprove Contractor's performance under this Contract. Contractor shall have the exclusive duty,

right, and privilege to collect, transport, and dispose/ manage all refuse, recyclable materials, and green waste generated within the District in return for the exclusiveness of said Contract and other considerations provided for herein. Contractor agrees to collect, transport and dispose/manage all refuse, recyclable materials, and green waste generated within the District, except as herein provided.

All refuse, recyclable materials, and green waste collected by Contractor shall be and become Contractor's property from the time when they are deposited at the curbside or locations otherwise designated for such collection.

The exclusive provisions hereof shall not preclude any person, firm, or corporation within the District who requires daily or other service in excess of the minimum service herein provided, insofar as it pertains to the collection of refuse, recyclable materials, and green waste, from entering into a separate agreement with either Contractor or with some other person, firm, or corporation not connected with the District, for such service.

2. Frequency of Collection

Contractor shall make automated collection of refuse and recyclable materials in unlimited amounts from all residences, multi-family residences, businesses and commercial/industrial establishments, vacant lots, and place of habitation within the District. In addition, Contractor shall make separate automated collection of recyclable materials green waste from all residences, multi-family residences, businesses and commercial/industrial establishments, vacant lots, and place of habitation within the District.

Except for the holiday collection schedule outlined in Part I, Section 2.D.5, Holiday Collection, the schedule for the automated collection of refuse shall be once during each calendar week between the hours of 7 a.m. and 5 p.m. with not more than six days elapsing between one collection and the next. Except for the holiday collection schedule outlined in Part I, Section 2.D.5, Holiday Collection, the schedule for the automated collection of recyclable materials and green waste shall be once during each calendar week between the hours of 7 a.m. and 5 p.m. with not more than six days elapsing between one collection and the next. Route of collection shall be arranged so that collection shall be made on the same day(s) of each succeeding week. See Part I,

Section 2.D.3, Frequency of Collection for Commercial Food Establishments, and Section 2.D.4, Frequency of Collection for Hotels and Motels, for additional requirements.

Contractor may be required, upon oral or written request from the Director/Designee, to return to any collection route to collect refuse, recyclable materials, and green waste left out at the curb. This shall be accomplished on any day or days designated by the Director/Designee.

3. Frequency of Collection for Commercial Food Establishments

Contractor shall make daily automated and separate collections of refuse, recyclable materials, and green waste in unlimited amounts from commercial food establishments between the hours of 7 a.m. and 5 p.m., except on Sundays and holidays.

Commercial food establishments shall include restaurants, food markets, bakeries, catering establishments, and/or other food processors, manufacturers, or distributors located within the District. All collections of refuse, green waste, and recyclable materials from above establishments shall be made from an area outside of the building, designated by the owner or operator of the establishment for the storage of refuse, recyclable materials, and/or green waste. Contractor shall collect refuse, recyclable materials, and green waste from commercial food establishments with suitable leak-proof, collection vehicles and equipment.

4. Frequency of Collection for Hotels and Motels

Contractor shall make automated and separate collection of refuse, recyclable materials, and green waste in unlimited amounts from hotels and motels twice each calendar week between the hours of 7 a.m. and 5 p.m.

5. Holiday Collection

When the collection day falls on January First, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, December Twenty-Fifth, or when any of the foregoing holidays occurs on a Saturday and/or Sunday, but is legally observed on the previous Friday and/or the following Monday, respectively, Contractor shall choose one of the following options, which will remain in force for the life of this Contract:

- a. Collect one day prior to or one day after the holiday, provided that regular collection can be maintained on scheduled days the remainder of the week, or
- b. Provide for collection the day after the holiday and collect one day later than the regularly scheduled day during the remainder of the week.

Contractor shall notify the Director/Designee of Contractor's intended option and provide the holiday collection schedule to demonstrate Contractor's ability to maintain the scheduled collection. Contractor's intention for holiday collection shall be clearly stated in the published collection schedule and in the notice mailed or delivered to residences, multi-family residences, businesses, and commercial/industrial establishments, other than commercial food establishments of the District, and further provide that one collection is made during each calendar week. The published collection schedule must be maintained at all times.

Contractor shall publish the holiday collection schedule for each of the foregoing six holidays in a newspaper of general circulation within the District at least one week before the holiday occurs. All publications must adhere to guidelines outlined in Part I, Section 2.D.10, Published and Written Notices.

6. Automated Collection Services - Minimum Standards

a. Containers

Contractor shall provide automated collection of refuse, and the automated and separate collection of recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District.

Unless directed otherwise by the Director/designee, Contractor shall:

- 1) Provide one 96-gallon refuse container free of charge to each dwelling unit of all residences and multi-family residences within the District.
- 2) Provide one 64-gallon recyclable material container free of charge to each dwelling unit of all residences and multi-family residences within the District.

- 3) Provide one 64-gallon green waste container free of charge to each dwelling unit of all residences and multi-family residences within the District.
- 4) For those multi-family residences with limited space for storage of a large number of refuse, recyclable, and green waste containers and/or limited space for placing these containers at the curb for collection, Contractor shall customize the automated collection services, on a case-by-case basis, in order to efficiently and effectively serve these multi-family residences without any cost to the owner, tenant, manager, or Homeowner Association of said properties. Contractor may provide dumpster(s)/roll-off receptacle(s) of one, two or three cubic yard capacity to multi-family residences with three or more dwelling units for providing automated and separate collection of refuse, recyclable materials, and green waste as long as that such a collection mechanism could be designed and arranged between Contractor and the property owners, tenants, managers, and/or Homeowner Associations of the multi-family residences. Contractor shall employ its approach, strategies, and methodology to provide automated refuse collection services to multi-family residences especially to those with limited storage area and limited space for placement of the containers at the curb as requested in Part I, Section 1.C.5, Proposal Format and Contents and outlined in its Proposal.
- 5) Provide sufficient number of 96-gallon refuse containers free of charge to each business and commercial/industrial establishment within the District. The number of refuse containers provided shall be equivalent up to the number of refuse units assigned to each business and commercial/industrial establishment as specified in Part I, Section 5.A.2, Counts of Refuse Units.
- 6) Provide sufficient number of 64-gallon recyclable material containers free of charge to each business and commercial/industrial establishment. The number of recyclable material containers provided shall be

equivalent up to the number of refuse units assigned to each business and commercial/industrial establishment as specified in Part I, Section 5.A.2, Counts of Refuse Units.

- 7) Provide sufficient number of 64-gallon green waste containers free of charge to each business and commercial/industrial establishment. The number of green waste containers provided shall be equivalent up to the number of refuse units assigned to each business and commercial/industrial establishment as specified in Part I, Section 5.A.2, Counts of Refuse Units.
- 8) For those businesses and commercial/industrial establishments with limited space for storage of a large number of refuse, recyclable, and green waste containers, and/or limited space for placing these containers at the curb for collection, Contractor shall customize the automated collection services, on a case-by-case basis, in order to efficiently and effectively serve these businesses and commercial/industrial establishments without any cost to the owner, tenant, manager of said properties. Contractor may provide dumpster(s)/roll-off receptacle(s) of appropriate capacity to these businesses and commercial/industrial establishments free of charge for providing automated and separate collection of refuse, recyclable materials, and green waste as long as that such a collection mechanism could be designed and arranged between Contractor and the property owners, tenants, and managers of the businesses and commercial/industrial establishments within the District. Contractor shall employ its approach, strategies, and methodology to provide automated refuse collection services to businesses and commercial/industrial establishments as requested in Part I, Section 1.C.5, Proposal Format and Contents and outlined in its Proposal.
- 9) Make automated collection of refuse generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District at least once a week, on the same day of each week, and during the hours specified for regular

collection.

Make automated collection of separate recyclable materials and green waste generated by all residences, multi-family residences, businesses, and commercial/industrial establishments within the District at least once a week, on the same day of each week, and during the hours specified for regular collection.

No alternative collection schedule is permitted unless approved, in writing, by the Director/Designee.

The minimum standards for automated and separate collection of refuse, recyclable materials, and green waste from each dwelling unit of all residences and multi-family residences shall include once-a-week collection from three containers, one for refuse, one for recyclable materials, and one for green waste. Residents who request extra container(s) in excess of the minimum standards provided herein shall pay Contractor for an additional fee for each extra container requested at a rate specified in Part I, Section 2.D.6, Automated Collection Services - Minimum Standards. Other than the additional fee to cover the cost for the use of the extra containers, Contractor shall provide automated collection of separate refuse, recyclable materials, and green waste from extra containers free of charge to the residents.

The minimum standards for automated and separate collection of refuse, recyclable materials, and green waste from businesses and commercial/industrial establishments shall include once-a-week collection from a number of refuse, recyclable materials and green waste containers as specified above. Businesses and commercial/industrial establishments which request extra container(s) in excess of the minimum standards provided herein shall pay Contractor for an additional fee for each extra container requested at a rate specified in Part I, Section 2.D.6, Automated Collection Services - Minimum Standards. Other than the additional fee to cover the cost for the use of the extra containers, Contractor shall provide automated

collection of separate refuse, recyclable materials, and green waste from extra containers free of charge to the businesses and commercial/industrial establishments.

Should other collection mechanisms, such as automated collection of separate refuse, recyclable materials, and green waste from dumpster(s)/roll-off receptacle(s) as outlined above, be arranged, no additional fee shall be charged to multi-family residences, businesses, and commercial/industrial establishments for extra dumpster(s)/roll-off receptacle(s) as long as the total capacity of all the dumpsters/roll-off receptacles for collection of separate refuse, recyclable materials, and green waste, does not exceed the total capacity of the maximum number of 96-gallon refuse, 64-gallon recyclable material, and 64-gallon green waste containers which are required to be provided to each multi-family residence, business and commercial/industrial establishment as outlined above.

10) Should dumpster(s) or roll-off receptacle(s) of appropriate capacity be arranged for automated and separate collection of refuse, recyclable materials, and green waste from multi-family residences, businesses and commercial/industrial establishments, the dumpster or roll-off receptacles shall meet the following minimum requirements:

- a) A dual-hinged lid to prevent intrusion of rainwater, rodents, birds, and flies, to prevent the contents from being carried or deposited by the elements onto any street, sidewalk or other public property or onto any other private property, and to prevent the emission of odors,
- b) Reinforced wheel assembly on the base for easy transportation, and
- c) A design to withstand extreme temperatures and long-term exposure to the sun, as well as other needed features to facilitate the separate collection of refuse, recyclable materials, and green waste.

- b. Unless otherwise directed by the Director/Designee, delivery of all containers and/or dumpsters/roll-off receptacles to residences, multi-family residences, businesses and commercial/industrial establishments as specified above shall occur no later than one week prior to commencement of this Contract.

Contractor shall provide a secure location for inventory and storage of the containers and/or dumpsters/roll-off receptacles. All the containers and/or dumpsters/roll-off receptacles for automated collection services shall be distributed to all residences and multi-family residences, businesses, and commercial/industrial establishment at Contractor's own cost.

Contractor shall prepare and distribute a special notice/flyer along with the containers and dumpster/roll-off receptacles to all residents multi-family residences, businesses and commercial/industrial establishments describing the District's automated collection services, purpose and designated use of each container and dumpster/roll-off receptacle, location where the containers are to be placed for collection, care of the containers, collection schedule, guidelines and rules for receiving automated collection services, tag for non-collection, procedures for requesting additional containers and the cost, and toll-free telephone numbers for Contractor and Public Works for requests and inquiries from the residents, multi-family residents, businesses and commercial/industrial establishments. In the same notice/flyer, Contractor shall advise all residents and multi-family residents, businesses and commercial/industrial establishments within the District to refrain from parking vehicles along the curb of the streets on the schedule collection day where access to the container(s) may be blocked. Further, Contractor shall also advise all residents, multi-family residents, businesses and commercial/industrial establishments, if applicable, to trim or remove tree branches over the collection area that may hinder Contractor's operation for providing automated collection services.

- c. The design and dimensions of all the containers for automated collection of refuse, recyclable materials, and green waste, shall be subject to the

Director's/Designee's review and approval. Each container shall be equipped with a tightly-fitted cover to prevent intrusion of rainwater, rodents, birds, flies, and the emission of odors, wheels on the base and handle on the back for easy transportation, as well as other features needed to facilitate automated collection. The cover must be of such design and weight that would prevent an empty container from tilting backward when lifting the cover open. The cover shall be hinged to the container body, in such a manner so as to enable the cover to be fully opened, free of tension, to a position whereby it may rest against the backside of the container body. The hinge assembly shall not be capable of being readily removed by the public by hand or with ordinary tools. The containers shall be constructed of recyclable content at a minimum of 25 percent post-consumer materials.

- d. Unless approved otherwise by the Director/Designee, the containers for separate automated collection of refuse, recyclable materials, and green waste shall be in different and distinctive colors; black for refuse, blue for recyclable materials, and green for green waste. The Director/Designee will also consider alternative colors of the containers proposed by Contractor.
- e. The name of Contractor shall be clearly identified on each container.

Each container shall be identified with a unique serial number on the front side of the container. The designated use of each container shall also be identified on the front side. A white label of the size no less than 2 inches by 4 inches shall be affixed to the front side of each container for the residents, multi-family residents, businesses, and commercial/industrial establishments to identify their names and addresses on the containers.

Upon the request of the Director/Designee, Contractor shall provide the Director/Designee with a listing of the number of refuse, recyclable material, and green waste containers delivered to each residence and multi-family residence, and the serial number on each container with reference to the address of the residence and multi-family residence.

Contractor shall affix a label on the bottom side

of the cover of each container to instruct the residents, multi-family residences, businesses and commercial/industrial establishments of the rules for the proper deposit of refuse, recyclable materials, and green waste in the respective containers, as well as information pertaining to request for replacement and/or additional container(s). The label shall be no smaller than 12 inches by 18 inches in size and shall be written in both English and Spanish. The names and telephone numbers of Contractor and the District shall also be provided on the label.

- f. All the containers and dumpsters/roll-off receptacles for automated collection of refuse, recyclable materials, and green waste, shall remain the property of Contractor. At the termination of this Contract, as defined in Part II, Section 5.A.11, Termination, and/or dissolution of the District pursuant to Part I, Section 5.11, Dissolution of District, Contractor shall collect the previous provided containers for automated collection services from all residences, multi-family residences, businesses and commercial/industrial establishments within the District. Additionally, in the event of a reduction in the District's territories, Contractor shall collect the previously provided containers and dumpsters/roll-off receptacles for automated collection services from those residences and businesses that are no longer located within the territories of the District.

In any case, the County and/or the District will not be liable, financially or otherwise, for collecting containers and dumpsters/roll-off receptacles for automated collection services from residences, multi-family residences, businesses and commercial/industrial establishments within the District.

- g. All residences, multi-family residences, businesses and commercial/industrial establishments within the District may request extra containers for refuse, recyclable materials, and green waste above the minimum standards as specified in Part I, Section 2.D.6, Containers, from Contractor for an additional fee to be collected by Contractor.

The fee for each extra container shall be in

accordance with Contractor's price stated in their Proposal and only include the cost for the use of the container during the term of this Contract and shall not cover cost for the collection and disposal of refuse or collection and management of recyclable materials and green waste from the extra container.

At the discretion of the Director/Designee, the proposed fee schedule will be a part of the evaluation process to determine the responsiveness of the Proposal as specified in Part I, Section 3.D, Evaluation of Proposals.

Contractor shall notify all residents, multi-family residents, businesses, and commercial/industrial establishments that the payment for the extra container(s) is the responsibilities of the residents, multi-family residents, businesses, and commercial/industrial establishments. Contractor shall be responsible for the delivery of extra container in a timely manner upon receipt of a request to do so. Contractor shall collect the fee for extra containers directly from the residences, multi-family residences, businesses, and commercial/industrial establishments. Under no circumstance will the County and the District be financially liable for delinquent payments due to Contractor for extra container(s) in excess of the minimum standards specified herein. Contractor shall collect refuse, recyclable materials, and/or green waste from the extra container(s) free of charge to the residences, multi-family residences, businesses, and commercial/industrial establishments.

Subject to the Director's/Designee's review and approval, the rate for the usage fee of each extra container shall be competitive with the current market rates, and shall not exceed 70 percent of the retail cost of the container. Contractor shall demonstrate to the satisfaction of the Director/Designee, with supporting data and documents, the basis upon which the usage fee for each extra refuse, recyclable materials, or green waste container is determined. The rate for the extra container shall be fixed for the duration of this Contract.

- h. Contractor shall maintain records of all the extra containers provided to residences multi-family residences, businesses, commercial/industrial

establishments within the District. Contractor shall also maintain a record of the serial number of all the extra containers requested by the residences, multi-family residences, businesses, and commercial/industrial establishments as well as their addresses. These records shall be made available to the Director/Designee upon request during the term of this Contract.

- i. Contractor shall repair all damaged but repairable containers upon oral or written notice from the residents, multi-family residents, businesses, commercial/industrial establishments, and/or the Director/Designee. All damaged containers shall be repaired to the satisfaction of the residents, multi-family residents, businesses, and commercial/industrial establishments, and shall be returned to the residents, multi-family residents, businesses, and commercial/industrial establishments prior to the next scheduled collection day. In the event that the damaged container can not be repaired prior to the next scheduled collection, Contractor shall provide the resident, multi-family resident, business, and commercial/industrial establishment who has a damaged but repairable container with a temporary container without charge until such time the repaired container has been returned to the resident multi-family resident, business, commercial/industrial establishment.

Replacement of any damaged container that cannot be satisfactorily repaired shall be provided to all residences, multi-family residences, businesses, and commercial/industrial establishments within the District without charge upon written or oral notice from the residents, multi-family residents, businesses, and commercial/industrial establishments or the Director/Designee. All replacement containers shall be provided prior to the next scheduled collection after receipt of notice from residents, multi-family residents, businesses, and commercial/industrial establishments and/or the Director/Designee.

Contractor shall maintain and store a sufficient number of containers for replacement of damaged containers to ensure continuous service without interruption. Upon receipt of a replacement container, the resident, multi-family resident, business, and commercial/industrial establishment shall return the damaged container to Contractor.

- j. Contractor shall replace lost containers without charge to the residences, multi-family residences, businesses, and commercial/industrial establishments upon request to do so from the owners, tenants, or occupants of said properties. Contractor shall provide the replacement container(s) within 24 hours of receipt of the request. It is Contractor's responsibility to monitor unreasonable and/or questionable requests from the residents, multi-family residents, businesses, and commercial/industrial establishments for replacement of stolen containers.

Contractor shall maintain a record of those residences, multi-residences, businesses, and commercial/industrial establishments, which have requested a new container to replace a lost container. Contractor shall report in writing all unreasonable and questionable requests for replacement of lost containers together with evidence as well as other supporting documents to the Director/Designee. The Director/ Designee will investigate all such incidents and will respond in writing to Contractor.

- k. Contractor shall develop and implement a Public Education Campaign to announce and promote the District's automated collection services provided to all residences, multi-family residences, businesses, and commercial/industrial establishments within the District. The Public Education Campaign shall include but not be limited to the following elements:

- 1) At a time to be designated by the Director/Designee within five business days after award of this Contract, Contractor shall, in coordination with the Director/Designee, develop promotional and educational materials regarding the District's automated collection services for newspaper publication and door-to-door distribution to all residences multi-family residences, businesses and commercial/industrial establishments within the District. No later than one month prior to commencement of this Contract, Contractor shall at its own expense inform all residences, multi-family residents, businesses, and commercial/industrial establishments of the District's automated collection services by publishing information

once a week for four consecutive weeks in one or more newspapers of general circulation within the District, and once by written notice forwarded to all residences, multi-family residences, businesses, and commercial/industrial establishments through the U.S. Postal Service and/or forwarded by a door-to-door delivery service. Thereafter, on a semi-annual basis, Contractor shall distribute promotional and educational materials regarding the District's automated collection services to all residences, multi-family residences, businesses, and commercial/industrial establishments within the District, through the U.S. Postal Service and/or a door-to-door delivery service.

All publications and notifications must adhere to the guidelines specified in Part I, Section 2.D.10, Published and Written Notices.

- 2) Prior to commencement of this Contract, Contractor shall conduct at its own expense at least six community meetings to inform all residents, multi-family residents, businesses, and commercial/industrial establishments within the District of the District's automated collection services. The meeting locations as well as its setup and arrangements shall be subject to the Director/Designee's prior approval. In these meetings, Contractor shall present and discuss every element of the District's automated collection services, and provide answers to all the questions regarding the District's automated collection services that the residents, multi-family residents, businesses, and commercial/industrial establishments may have. At least three of the meetings must be held in the evening during a week -day, and at least three of the meetings must be held on Saturday.

At least two weeks prior to the scheduled community meetings, Contractor shall at its own expense notify all residents, multi-family residents, businesses, and commercial/industrial establishments within the District of the time and place of each meeting by publishing information in one or more newspapers of general circulation within the District once a week for two consecutive

weeks, and once by written notice forwarded to all residences, multi-family residences, businesses, and commercial/industrial establishments in the District through U. S. Postal Service and/or forwarded by a door-to-door delivery service.

All publications and notifications must adhere to the guidelines specified in Part I, Section 2.D.10, Published and Written Notices.

7. Containers to be Placed at Curb or Alley

Unless otherwise directed by the Director/Designee, automated collections of refuse, recyclable materials, and green waste shall be made from the edge of private road right of way; with the approval of the Director/Designee, from the area enclosure on private property designated by the owner or occupant; from the curb along the street in front of the dwelling, vacant lot, place of business or human habitation and where paved or unpaved alley serve such properties.

Collection shall also be made from said paved or unpaved alleys, except that the requirement shall not apply to a blind alley. Contractor shall provide the necessary suitable equipment to serve alleys within the District.

If for any reason the area or enclosure or approaches thereto are deemed unsafe by Contractor, no collection need be made there from provided the Director/Designee is first advised and concurs therein.

Refuse, recyclable materials, and green waste shall be collected from homes, courts, business establishments, etc., situated on roads other than dedicated or improved highways. Contractor; however, is not required to make collections from such places when the roads are impassable after rainy periods, or in areas isolated by the inability to ford creeks or washes.

8. Method of Storage and Placement of Container for Collection

All refuse shall be deposited for collection by residences, multi-family residences, businesses, and commercial/industrial establishments in the special containers provided by Contractor as specified in Part I, Section 2.D.6, Automated Collection Services-Minimum Standards.

All refuse shall be thoroughly drained and wrapped prior

to placement in such containers.

Christmas trees deposited for collection by residences, multi-family residences, businesses, and commercial/industrial establishments shall be collected without regard to the foregoing length and weight requirements.

Combustible and noncombustible refuse resulting from repairing or demolishing buildings or resulting from new construction, dirt, rocks, and brick shall not exceed 60 pounds (25.4 kg) each week from each residence, multi-family residence, business, and commercial/industrial establishment.

In a market, store, apartment, or business where there are various concessions and different owners or lessees, each owner or lessee of a concession shall be subject to the same privileges, provisions, and restrictions as if they were in a separate building.

The intent of the resident or tenant shall be expressed by his/her act in placing any refuse, recyclable materials, and green waste at the place of collection the night before the scheduled day of collection. Contractor may consider such placement as prima facie evidence of the intention of the resident or tenant to have such refuse, recyclables, and green waste removed under this Contract.

Unless specified otherwise, all containers for automated collection shall be placed on the portion of the public right of way immediately adjacent to the curb or parkway, or on the public right of way adjacent to the private property line in the alley, or on the parkway. Contractor shall instruct the property owners or tenants of all residences, multi-family residences, businesses, and commercial/industrial establishments that there should not be anything placed on top of the container or sticking out of the container. The weight of the container including its contents shall not be more than 165 pounds for a 64-gallon container, and 250 pounds for a 96-gallon container.

Except bulky items collected upon request from residents, multi-family residents, businesses, and commercial/industrial establishments and/or the Director/Designee, as specified in Part I, Section 2.D.9, Special Collection Services, Christmas trees and all the refuse, recyclable materials, and bulky items collected during the Annual Cleanup Campaign, as specified in Part I, Section 2.D.22, Annual Cleanup Campaign, all refuse, recyclable materials, and green waste, which are not deposited in

the respective container provided by Contractor will not be collected by Contractor.

Contractor shall collect Christmas trees deposited for collection by residents, multi-family residents, businesses, and commercial/industrial establishments without regard to length and weight requirements.

In the District, there may be some senior citizens and disabled residents who do not have the physical strength to transport the heavy containers from their premises to the designated collection place as described above. At the request of these senior citizens and/or disabled residents, or as directed by the Director/Designee, Contractor shall make appropriate arrangements with these residents to provide them with containers of appropriate size to accommodate the transportation, with less physical strength, of the container and its contents to the designated area for automated collection.

Due to parked vehicles and/or low tree branches which may hinder Contractor's operation of the automated collection vehicles, in order to provide automated collection service, Contractor may be required to manually move/transport a container or containers from the location where the container(s) was (were) placed by the resident, to an open area nearby where there is sufficient room to allow the operation of the automated collection vehicle by Contractor to provide automated collection service. In the event that the containers have to be moved manually in order to provide automated collection service, Contractor is required to replace the container at its original location after collection.

Should dumpster(s)/roll-off receptacle be provided as an alternative mechanism for providing automated collection services to multi-family residences, businesses, and commercial/industrial establishments, Contractor may make collection from the location where the dumpster/roll-off receptacle(s) is (are) placed within said property.

See Part I, Section 2.D.18, Recycling Component, and Section 2.D.19, Management of Recyclable Materials, Green Waste, and Food Waste, for additional requirements regarding automated collection of recyclable materials, green waste, and Christmas trees.

9. Special Collection Services

Furniture, appliances, household bedding, mattresses, box springs, stoves, refrigerators, and other bulky household items shall be collected in unlimited amounts by

Contractor, upon request from the property owner and tenants of all residences, multi-family residences, and businesses and commercial/industrial establishments, or the Director/Designee, on the next regular collection day following such request.

Property owners and tenants of all residences, multi-family residences, and businesses and commercial/industrial establishments shall place these items out at the curb or alley for collection.

Contractor shall provide a sufficient number of non-compacting trucks and employees for collection of major appliances/white goods and other metallic discards as defined in Part II, Section 1, General Definitions and Terms. Major appliances and metallic discards collected shall not be mixed with regular refuse or other recyclables. Except as provided by Section 42170(b), as amended, of the California Public Resources Code (PRC), any major appliance or metallic discard which contains enough metal to be economically feasible to process for reuse or recycling as determined by the permitted facility operator, shall not be disposed of in or on land. All "materials which require special handling" as defined in Part II, Section 1, General Definitions and Terms, shall be removed from major appliances and other metallic discards in which they are contained in accordance with requirements of Section 42175 of the PRC, as amended, and other Federal and State laws and regulations.

10. Published and Written Notices

Unless otherwise specified in this Contract, by August 1, 2003, Contractor shall at its own expense inform all residences, multi-family residences, businesses, and commercial/industrial establishments within the District of Contractor's regular and special collection services and holiday collection schedule by publishing information once a week for four consecutive weeks in one or more newspapers of general circulation within the District and once by written notice with postage prepaid and forwarded through the U.S. Postal Service or forwarded by a door-to-door delivery service. Thereafter, each year for the length of this Contract, Contractor shall, during the month of July, inform residences, multi-family residences, businesses, and commercial/industrial establishments of the District's regular and special collection services and holiday collection schedule by publishing information one time in one or more newspapers of general circulation within the District and by written notice with postage prepaid and forwarded through the

U.S. Postal Service or forwarded by a door-to-door delivery service.

All publications and notifications shall be approved by the Director/Designee one month (or a shorter period as specified by the Director/Designee) prior to printing and shall be printed in both English and Spanish.

The publication and notification shall contain, as a minimum, the name of the District, Contractor's name and telephone number, a map delineating the boundaries of the District and collection areas, day of collection for each area, and the telephone number of Public Works.

Mailed or delivered notices shall be prepared on postal card or recycled paper no smaller than 8 1/2 by 11 inches (203 x 279 mm). Newspaper announcements shall be at least one-half (1/2) page.

Contractor shall show satisfactory proof to the Director/Designee that all publications and notifications were published/delivered as required. Satisfactory proof shall include, but not be limited to official proofs of publication from newspapers, copy of the newspaper publication with the name of the newspaper and date of publication clearly shown, and/or proof of delivery issues by the Post Office and/or a bonded direct mailing firm and an original notification.

Proof of publication/notification must be received by Public Works within 30 calendar days of the date of publication/distribution. Failure to submit the aforementioned documentation will be construed as Contractor's failure to complete the publication/notification as required above. Such failure shall be subject to penalties, as stated in Part I, Section 4.F.11, Liquidated Damages.

Additional requirements on publications and notifications are outlined in Part I, Section 2.D.6, Automated Collection Service - Minimum Standards, Section 2.D.21, Recycling and Green Waste Education Program and Section 2.D.22, Annual Clean-up Campaign.

11. Care of Containers

All containers, and/or dumpsters/roll-off receptacles, shall be returned to where found by Contractor after collection. Containers, and/or dumpsters/roll-off receptacles shall not be deposited on the streets, highways, or on adjoining property.

Contractor, its agents, and/or employees, shall not throw or drop refuse, recyclable, and/or green waste containers from the truck to the pavement, or in any other way break or damage or roughly handle the same.

All damaged or broken containers shall be repaired or replaced by Contractor. See Part 1, Section 2.D.6, Automated Collection Services - Minimum Standards, for additional requirements.

12. Method of Collection and Vehicles

Contractor shall provide a sufficient number of automated collection vehicles (chassis and bodies) of appropriate size, types, and capacities for the separate collection of refuse, recyclable materials, and green waste from all residences, multi-family residences, businesses, and commercial/industrial establishments within the District. Each vehicle for automated collection of refuse, recyclable materials, and green waste shall be equipped with all the mechanical and hydraulic systems as well as other features required to facilitate automated collection.

Unless directed otherwise by the Director/Designee, refuse shall be combined during collection and transported in one vehicle. Contractor shall provide and have available at all times vehicles that are leak-proof for use in the collection and transportation of refuse, recyclable materials or green waste. Each vehicle shall be equipped with metal bodies and covers and be a mechanical packer type. Contractor shall dispose of such combined refuse at a place legally empowered to accept it for disposal, and at no other place. See Part I, Section 2.D.6, Automated Collection Services - Minimum Standards, Section 2.D.18, Recycling Component, and Section 2.D.19, Management of Recyclable Materials, Green Waste and Food Waste, for additions/requirements.

Contractor shall comply with all related County Ordinances, State Vehicle Codes, and all conditions and limitations in any permits or licenses under which Contractor operates.

All Contractor's vehicles used to collect, transport and dispose of refuse, recyclable material, and/or green waste in the District shall be so constructed such that liquids, refuse, recyclable materials, or green waste will not blow, fall, sift, or leak out of the truck into

the street.

Each Contractor's vehicle used to collect, transport, and dispose of refuse, recyclable materials, and/or green waste in the District shall be equipped with an adequate shovel and broom. Contractor and/or its employees shall pick up any refuse, recyclable materials, and green waste deposited upon the streets, roads, highways, and sidewalks, public or private property by reason of the activities of Contractor.

All Contractor's vehicles used to collect, transport, and dispose/manage refuse, recyclable materials, or green waste in the District shall, at all times, be kept clean, in good mechanical condition, and well painted, all to the satisfaction of the Director/Designee. All such vehicles shall be painted the same color or colors.

The words in the following order: "County of Los Angeles", "Lennox Garbage Disposal District", and the "Contractor's Name or Firm Name", together with Contractor's "Phone Number", shall be printed or painted in legible letters, not less than four inches (101.6 mm) in height, on both sides of all trucks and conveyances used in the District in performance of this Contract.

Contractor shall possess a sufficient number of collection vehicles for automated collection of refuse, recyclable materials, and green waste in the District, including spare vehicles to maintain the collection schedule at all times. Contractor shall maintain in readiness a sufficient number of spare vehicles for automated collection of refuse, recyclable materials, and green waste, respectively. These spare vehicles shall be fully fueled and ready to dispatch and replace any vehicle that breaks down on route within reasonable time of such breakdown. All collection vehicles shall be equipped with adequate radio/communication equipment for office-to-field communication.

Only those collection vehicles approved by the County's Department of Health Services and the Director/Designee for collecting refuse, recyclable materials, and green waste shall be used in the District.

It is Contractor's responsibility to maintain established inspection and maintenance procedures to ensure that all collection vehicles are safe to operate within the District at all times in accordance with the requirements promulgated by the Los Angeles County Department of Health Services, the California Highway Patrol, the South Coast Air Quality Management District, the manufacturer,

and all other applicable Federal, State, County, and local laws and regulations.

Contractor shall comply with all the provisions of Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, issued by the South Coast Air Management District for all new or replacement of collection vehicles purchased after July 1, 2001, for work performed under this Contract.

Contractor shall use automated collection vehicles of appropriate size and capacity to provide automated collection services in areas of the District with narrow streets and alleys, and/or one-way streets.

Contractor shall maintain records of inspections and maintenance of all mechanical equipment used in providing the required services in the District, including records of preventive maintenance and repairs performed. Items to be inspected shall include, among others, those required in the inspections conducted by the Los Angeles County Department of Health Services, the California Highway Patrol, and those recommended by the manufacturer. All inspection and maintenance records shall be open to inspection by the Director/Designee.

All drivers employed by Contractor, as well as those employed by the subcontractor, if applicable, shall have the required drivers licenses issued by the California Department of Motor Vehicles to operate the specific class of vehicles used in providing the required services in the District. It is the responsibility of Contractor to monitor the drivers' driving performance and records.

Should the Director/Designee at any time give notification to Contractor that any designated collection vehicle or other conveyance is not in compliance with the Director's and/or the Los Angeles County Department of Health Services' (Health Officer), and/or the South Coast Air Quality Management District's standards, such vehicle or other conveyance shall be forthwith removed from service by Contractor and not again so employed hereunder until inspected and approved by the Director/Designee and/or the Health Officer. Contractor shall be held responsible for maintaining the collection schedule in such action.

All Contractor's vehicles and equipment used in the collection of refuse, recyclable materials, or green waste shall be kept in a clean, sanitary place at all times when not in use.

Contractor shall comply with all laws and regulations relating to the parking or storage of such vehicles and equipment.

13. Uniforms

All employees of Contractor shall be dressed with uniformity and in clean uniforms furnished by Contractor to the satisfaction of the Director/ Designee. The uniform shall bear Contractor's name and logo, if applicable. Contractor shall maintain an array of uniforms in various sizes for use by new employees.

Contractor's employees shall not remove portions of their uniform while working under this Contract. No employee shall start work unless the employee is dressed in a clean uniform. Contractor shall furnish each employee a set of rain gear that shall be carried in the vehicle for use in case of inclement weather.

14. Entering Private Property

Unless otherwise specified in this Contract, Contractor shall not be under any obligation to enter private courts or places, or other private property, to make collections under this Contract, except by order of the Director/ Designee.

Contractor shall make collection from eating places, markets, motels, stores, and other businesses where the refuse, recyclable materials, and/or green waste are kept in a service yard or parking lot. The refuse shall be collected from such service yard or parking lot when deposited there for collection, provided there is reasonable access for Contractor's collection trucks.

15. Lead Person

Contractor shall assign a lead person whose responsibility shall be to represent Contractor's operation in the field, and who shall serve as liaison between Contractor's crews in the field and the County. The lead person shall spend as much time supervising the collection routes as is needed to accomplish the provisions of these Specifications.

The lead person shall be provided with a separate vehicle, other than a vehicle used for automated collection of refuse, recyclables, and green waste. Within ten days of the award of this Contract, Contractor shall inform the Director/Designee of the name, title, and telephone number of the assigned lead person.

16. Routes and Changes

Contractor shall prepare and file with the Director/Designee within 30 days of the award of this Contract, a collection schedule together with a complete map in quadruplicate of the District. Contractor shall indicate thereon in an appropriate and easily understandable manner and to the satisfaction of the Director/Designee the days on which collections of refuse, recyclable materials, and green waste shall be made throughout the District.

Said schedule shall meet with the approval of the Director/Designee. Contractor may have to coordinate with the Director/Designee for the preparation of the collection schedule to ensure that the collection schedule is not in conflict with the street-sweeping schedule in the District. The schedule, when approved by the Director/Designee, shall be maintained unless a change is first approved by the Director/Designee, and notice thereof is given as hereinafter provided.

Thereafter, before any change in the collection schedule is made by Contractor, Contractor shall provide a 60-day prior written notice of the proposed change to the Director/Designee along with the proposed revised collection schedule, together with a new map in quadruplicate.

No such change may take effect until approval is given by the Director/Designee and until 15 days after publication in a newspaper of general circulation within the District once a week for four consecutive weeks, and delivery of a notice by U.S. Postal Service and/or delivery service at Contractor's own expense advising all residences, multi-family residences, businesses, and commercial/ industrial establishments within the District of the change. Such notice shall be similar to and include all items outlined in Part I, Section 2.D.10, Published and Written Notices.

Similar notices shall be given, in the same manner, to residences, multi-residences, businesses, and commercial/ industrial establishments affected by an annexation to the District.

All publications and notices relative to or affecting the collection of refuse, recyclable materials, and green waste shall first receive the approval of the Director/Designee before being published/delivered, and the same shall, in all instances, bear the name, address, and telephone number of Contractor, and the telephone

number of Public Works.

Contractor shall show satisfactory proof to the Director/Designee that all the publications and notices were published/delivered as required.

Satisfactory proof shall include, but not be limited to, official proof of publication from newspaper, copy of newspaper publication with the name of the newspaper and date of publication clearly shown, and/or proof of delivery issued by the U.S. Postal Service and/or door-to-door delivery service.

17. Record of Non-Collections

When any refuse, recyclable materials, or green waste is not collected by Contractor, Contractor shall leave a tag of distinctive color and at least three inch by six inch (76 mm x 152 mm) in size indicating the reasons for refusal to collect the refuse, recyclable materials, or green waste, and giving reference to the County Ordinance, if applicable, the section of this Specifications, or this Contract which has been violated, and which gives grounds for such refusal. This information shall be either in writing or by means of a check box system. The tag shall carry Contractor's business or firm name, telephone number; and shall be securely fastened to each container refused. Format and contents of the tag, in both English and Spanish, shall meet with the approval of the Director/Designee.

Upon notification from the resident, multi-family resident, business and commercial/industrial establishments and/or the Director/Designee that the reason for non-collection of refuse and/or recyclable materials and/or green waste has been corrected, Contractor shall collect all the tagged refuse, and/or recyclable materials and/or green waste, without charge within 24 hours of receipt of the notice.

Contractor shall keep a record of all addresses where the tags for non-collection have been left. If the reason for non-collection is not corrected within seven days from the date of leaving such a tag, Contractor shall advise the Director/Designee, giving date of the tag, street address, and reasons for non-collection. At the discretion of the Director/Designee, Contractor may be required to submit a listing of all addresses where the tags for non-collection have been left during a specified time period.

18. Recycling Component

Contractor shall make separate automated collection of recyclable materials and green waste from all residences, multi-family residences, businesses, and commercial/industrial establishments commencing on August 1, 2003, and shall continue until the expiration date of this Contract.

For the purposes of this Contract and unless directed otherwise by the Director/Designee, Contractor shall make automated collection of separate refuse, recyclable materials, and green waste in unlimited amount from all residences, multi-family residences, businesses, and commercial/industrial establishments within the District which deposit the separate refuse, recyclable materials and green waste for collection in containers provided by Contractor as specified in Part I, Section 2.D.6, Automated Collection Services - Minimum Standards.

Separate green waste and recyclable materials, when collected, shall not be mixed with regular refuse.

a. Food Recycling Program

Subject to the Director/Designee's approval, commencing July 1, 2004 until June 30, 2008, the expiration date of this Contract, Contractor shall develop and implement a recycling program for collecting and composting food waste generated by the commercial food establishments within the District.

Commencing July 1, 2004, Contractor shall provide a sufficient number of original and replacement food waste container(s) to each commercial food waste containers within the District.

b. Christmas Tree Recycling

Contractor shall collect Christmas trees from all residences, multi-family residences, businesses, and commercial/industrial establishments during a specified period in December and January. Christmas trees, when collected, shall not be mixed with regular refuse, recyclable materials, and green waste.

c. Extra Recycling

Occasionally there are some District residents who may place large quantities of green waste for collection. Under this circumstance, Contractor

shall make special arrangements with said residents, on a case-by-case basis, for the collection of green waste that is not placed in the green waste container(s) provided by Contractor.

19. Management of Recyclable Materials, Green Waste, and Food Waste

Contractor shall:

- a. Sell, give, or otherwise transfer recyclable materials, except green waste and Christmas trees, collected from residences, multi-family residences, businesses and commercial/industrial establishments to a recycling center, station, or facility.
- b. Sell, give, or otherwise transfer green waste and Christmas trees collected from residences, multi-family residences, businesses, and commercial/industrial establishments to a composting center, station or facility or, unless directed otherwise by the Director/Designee, to landfills permitted to accept green waste for use as alternative daily cover.
- c. In no event dispose of recyclable materials, Christmas trees, or green waste in a landfill, and/or transformation facility unless otherwise approved by the Director/Designee in writing.
- d. Sell, give, or otherwise transfer food waste collected from commercial food establishments to a composting center, station, or facility.

20. Reports

Contractor shall prepare monthly reports providing the following:

- a. The total number of residences, multi-family residences, businesses, and commercial/industrial establishments served by regular refuse collection.
- b. The total number of residences, multi-family residences, businesses, and commercial/industrial establishments participating in the recycling program.
- c. The total number of residences, multi-family residences, businesses, and commercial/industrial establishments participating in the green waste collection program.

- d. The quantity of recovered recyclable materials by weight, volume, and final destination of recovered materials (if requested by the Director/Designee). The quantity of refuse and separate green waste collected from residences, multi-family residences, businesses, and commercial/industrial establishments, and final destination.
- e. Number and tonnage of Christmas trees collected, if applicable.
- f. The quantity of major appliances/white goods, metallic discards, and used tires by weight and final destination.
- g. The quantity of food waste collected by weight and final destination.
- h. Any other pertinent information as identified or requested by the Director/Designee.

This information shall be provided in the format shown in Exhibit B and/or as may be revised and updated by the Director/Designee.

All such reports are to be submitted monthly. The first monthly report shall be due 15 days after the first month, commencing from the first day of operation.

Thereafter, the reports shall be submitted within 15 days of the end of the previous month. All reports shall be forwarded to the Los Angeles County Department of Public Works, Environmental Programs Division, P.O. Box 1460, Alhambra, California 91802-1460, unless otherwise notified by the Director/Designee.

When Contractor submits monthly reports to the Director/Designee such reports shall be deemed timely received only if delivered or postmarked on or before the due date. If reports are not timely received, Contractor shall be subject to liquidated damages pursuant to Part I, Section 4.F, Liquidated Damages, of this Contract.

See Part I, Section 2.D.21, Recycling and Green Waste Education Program, for additional requirements regarding a report to be submitted annually relative to the results of a survey conducted by Contractor on improving the participation rate in the District's recycling and green waste collection program.

The Director/Designee shall have the authority to reduce or expand the requirements for data information to be reported by Contractor as outlined here above.

21. Recycling and Green Waste Education Program

On August 1, 2003, Contractor shall provide a Recycling and Green Waste Education Program (Program) for residences, multi-family residences, businesses, and commercial/ industrial establishments within the District to promote, on an ongoing basis, participation in the District's recyclable materials, green waste, and Christmas tree collection services (recycling services), special collection services, and Annual Cleanup Program, as well as other related activities for waste diversion. The Program is to promote recognition in the community for the need, benefits, and availability of recycling services.

The Program shall include, but not be limited to the following elements:

- a. Semiannually, Contractor shall inform each District residence, multi-family residence, business, and commercial/industrial establishment of the purpose and necessity of the District's recycling services; the date of commencement of each recycling service, if applicable, and the method and schedule of collection. This information shall be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment either through the U.S. Postal Service or by a door-to-door delivery service hired by Contractor at Contractor's own expense.
- b. To ensure the success of the District's recycling and green waste collection program, within three months after commencement of this Contract, and thereafter during July of each year for the duration of this Contract, Contractor shall conduct and complete a survey to identify the participation rates in the District's recycling and green waste collection program for the residential, multi-residential, and commercial sectors of the District. The survey shall also identify recycling materials being collected by type and quantity from the residential, multi-residential, and commercial sectors of the District. Based on results of the survey, Contractor shall prepare a report summarizing the status of the District's recycling and green waste collection program, identifying

existing and potential operational problems of the recycling program, if any, and recommending appropriate strategies and activities for implementation through public education and/or other public outreach mechanisms to enhance, improve, and promote the District's recycling and green waste collection program in an effort to increase the participation rate. Contractor's annual report shall be submitted to the Director/Designee for review and approval no later than 30 days after completion of the survey each year.

Upon approval by the Director/Designee, all the public outreach strategies and activities for improving the District's participation rate as recommended by Contractor in each year's report shall be implemented by Contractor as part of this Contract at Contractor's own expense.

- c. Semiannually, Contractor shall inform all residences, multi-family residences, businesses, and commercial/industrial establishments as to the quantity of recyclable materials and green waste (and Christmas trees, if applicable) collected and diverted from landfills and transformation facilities. This information shall be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment either through the U.S. Post Office with postage prepaid or by a door-to-door delivery service hired by Contractor at Contractor's own expense.
- d. Quarterly, Contractor shall inform all residences, multi-family residences, businesses and commercial/industrial establishments of the process to be used to receive special collection services, as outlined in Part I, Section 2.D.9, Special Collection Services. The information shall be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment either through U.S. Post Office with postage prepaid or by a door-to-door delivery service hired by Contractor at Contractor's own expense. In addition, semiannually, the above-described information shall be published in one or more newspapers of general circulation in the District.
- e. During December of each calendar year, Contractor shall also inform each residence, multi-family residence, and commercial/industrial establishment within the District of the Christmas tree collection service. The notice shall contain the

commencement date of the Christmas tree collection service, schedule, and method. Each publication and notification shall also contain Contractor's name and telephone number, and the telephone number of Public Works. Contractor shall, at its own expense, provide such notices by having the above information about the Christmas tree collection service published in one or more newspapers of general circulation within the District, and by written notice forwarded through the U.S. Postal Service, or forwarded by a door-to-door delivery service to each residence, multi-family residence, business, and commercial/industrial establishment within the District, at least one week prior to the scheduled Christmas tree collection.

All publications and notifications must adhere to the guidelines outlined in Part 1, Section 2.D.10, Published and Written Notices.

- f. On an ongoing basis, Contractor shall conduct meetings with the owners/managers and/or Homeowner Associations of multi-family residences within the District, individually or in groups, to discuss the District's Recycling Program with specific focus on promoting the awareness and importance of the District's Recycling Program and the increase in the participation rate among multi-family residences in the District's Recycling Program.

On a quarterly basis, Contractor shall provide the Director/Designee with a progress report summarizing Contractor's outreach efforts for promoting the District's Recycling Program among multi-family residences in the previous three months. This report shall include, but not be limited to information such as the number of owners/managers of multi-family residences and/or Homeowner Associations with whom Contractor met individually or in groups in the previous three months, and dates and places of the meetings, topics of discussion, agenda of the meetings, if applicable, attendees of the meetings including names, titles, and addresses of the multi-family residences, minutes of the meetings, and suggestions which could enhance the operation and effectiveness of the District's Recycling Program. The first report shall be submitted to the Director/Designee within 15 days at the conclusion of the first three-month period after commencement of this Contract on August 1, 2003. Thereafter, the quarterly report shall be submitted with

15 days at the conclusion of each and every three-month period for the duration of this Contract.

- g. At least one month prior to July 1, 2004, Contractor shall inform each commercial food establishment within the District of the District's food waste composting service, date of commencement of the service, and the method and schedule of collection. This information shall be given, in writing, to each commercial food establishment either through the U.S. Postal Service or by a door-to-door delivery service hired by Contractor at Contractor's own expense. The notification shall adhere to the guidelines outlined in Part I, Section 2.D.10, Published and Written Notices.
- h. See Part I, Section 2.D.6.k, Public Education Campaign - Automated Collection Service, for additional requirements.

22. Annual Clean-up Campaign

Contractor shall provide an Annual Clean-up Campaign (Campaign) within the entire District. The intent of the Campaign is to provide an extra collection service. Thereafter, the Campaign shall be conducted starting in April, unless directed otherwise by the Director/Designee, and in each succeeding April until the expiration of this Contract. The month of April shall be designated as clean-up campaign month, unless directed otherwise by the Director/Designee.

a. Campaign Schedule

The first collection in the Campaign shall start on the first Saturday in April after the commencement of this Contract and shall proceed through successive Saturdays until completion. Each collection area where regular collection is scheduled shall have a separate Saturday for its clean-up day.

Example: The collection area where the weekly collection of refuse is regularly scheduled for Monday shall have the first Saturday in April for its cleanup day. The collection area where the weekly collection of refuse is regularly scheduled for Tuesday and Friday shall have the second Saturday in April for its cleanup day, etc. through each regularly scheduled collection area. Contractor shall start the Campaign's collection not earlier than 7 a.m. and end by 5 p.m. on the

Saturdays during the Campaign.

The second, and all additional Campaigns shall be conducted on successive Saturdays, beginning with the first Saturday in April as described above.

The Director/Designee may assess liquidated damages, as hereinafter set forth, for failure to maintain the Campaign's schedule.

b. Material Collected

During the Campaign, Contractor shall collect in unlimited amounts, such items as furniture, household bedding, lawn furniture, refrigerators, dryers, washers, window air conditioners, freezers, stoves, water heaters, car parts, other major appliances/metallic discards, tires, lumber, plaster, dirt, rocks, bricks, tree stumps, refuse, combustible and noncombustible rubbish, as described herein and other similar or bulky material, without restriction, limitation, or notification. Major appliances/white goods, metallic discards, and materials that require special handling shall be collected and disposed/recycled as specified in Part I, Section 2.D.9, Special Collection Services. Hazardous, explosive, infectious, and toxic materials or waste is specifically excluded.

The containers, capacity, bundle, and weight limitations, described above under Part I, Section 2.D.6, Automated Collection Services - Minimum Standards, and Section 2.D.8, Method of Storage and Placement of Containers for Collection, are void during all Campaign Saturdays.

Contractor may be required, upon oral order of the Director/Designee, to return to any Campaign route, in order to collect refuse, recyclable material, or green waste left out at the curb. This shall be accomplished on any day or days designated by the Director/Designee.

c. Published and Written Notices

Contractor shall provide the Director/Designee, in writing, with schedule and logistics information regarding the Campaign. One month prior to the scheduled Campaign, Contractor shall publish information about the Campaign in newspapers of local circulation, as directed by the Director/

Designee, at least once a week for four consecutive weeks. In addition, Contractor shall, at its own expense, by written notice forwarded through the U.S. Postal Service or forwarded by door-to-door delivery service, notify each residence, multi-family residence, business, and commercial/industrial establishment within the District of the scheduled Campaign. The publication and written notice shall clearly define the boundaries, method of collection, and dates of the Campaign and other information the Director/Designee deems necessary. All publications and notifications must adhere to the guidelines outlined in Part I, Section 2.D.10, Published and Written Notices.

d. Equipment

Contractor shall be required to provide stake body vehicles or other refuse collection vehicles approved by the Director/Designee and/or Health Officer, with a mechanical or hydraulic tailgate lift for the collection of bulky household items. Contractor shall also be required to provide non-compacting vehicles for the collection of white goods that may contain chlorofluorocarbons. Contractor shall provide adequate and suitable equipment, vehicles, skip loaders, and employees, in sufficient numbers to complete the Campaign on schedule, and to conduct the Campaign in an orderly manner, to the Director/Designee's satisfaction.

e. Reports

Contractor shall prepare reports that providing the quantity of bulky items, white goods, refuse, recyclable materials, and green waste collected from residences, multi-family residences, businesses, and commercial/industrial establishments during the Campaign. Unless otherwise notified by the Director/Designee, this report shall be due 15 days after the conclusion of the Campaign.

23. Special Clean-up Services

At the oral or written request of the Director/Designee, Contractor is required to provide special collection services in association with a number of clean-up projects or public events sponsored and/or conducted by Public Works and/or other County Departments throughout the District during the term of this Contract. Contractor shall provide special collection services

without charge on any days of the calendar week as designated by the Director/Designee except Sundays and holidays. A maximum of two special clean-up projects and/or public events will be conducted during each contract year.

Contractor may be required to provide appropriate number of dumpsters and/or roll-off containers of various size and capacity, and/or portable refuse containers to facilitate the collection of refuse, recyclable materials, green waste, construction materials, bulky items, etc., at the site of each special clean-up project or public event. Contractor shall provide all the necessary vehicles/equipment to collect the above materials from dumpsters and/or roll-off containers. Unless otherwise specified by the Director/Designee, Contractor shall remove all the dumpsters or roll-off containers or portable containers, together with its contents from the site of the clean-up project and public no later than 24 hours after conclusion of the special clean-up projects or public events. No hazardous materials shall be collected during the special clean-up events.

The Director/Designee may request extra special collection services beyond the two special clean-up projects and/or public events as stated above from Contractor for an additional fee to be collected by Contractor. The fee for each extra special collection service shall be in accordance with Contractor's price stated in their Proposal. At the discretion of the Director/Designee, the proposed fee schedule will be a part of the evaluation process to determine the responsiveness of the Proposal as specified in Part I, Section 3.D, Evaluation of Proposals.

E. Communications

Contractor shall provide a telephone answering service, toll-free, to residents of the District and the Director/Designee from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays to receive instructions from the Director/Designee and to receive complaints from single-family residents, multi-family residents, businesses, and commercial/industrial establishments within the District. Said answering services shall have the capacity of contacting Contractor's field personnel by radio, cellular phone, or paging equipment for the purpose of relaying any instructions and/or complaints. The telephone number shall be listed in the telephone directory for the District area and shall be listed by Contractor's commonly known name.

F. Hours and Days of Service

Unless specified otherwise by the Director/Designee, the hours of services shall be 7 a.m. to 5 p.m., Monday through Friday each week, except legal holidays, when the service shall be done before or after such holiday. Work hours in the District may be altered, when necessary, with the written approval of the Director/Designee. In the event that it has become evident that Contractor may not be able to complete its daily scheduled work within the above-specified business hours due to circumstances beyond Contractor's control as defined in Part III, Section N, Default, Contractor shall immediately notify the Director/Designee so that necessary measures can be taken to maintain the scheduled service without delay or interruption.

G. Special Safety Requirements

Contractor and its employees/agents shall be expected to observe and comply with all applicable Cal/OSHA and Federal, State, and Los Angeles County safety requirements while performing these services. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

H. Duration of Contract

This Contract will be for a period of 59 months, commencing on August 1, 2003, and ending on June 30, 2008, subject to the following:

The County may cancel this contract, without cause, anytime after 36 months, upon giving Contractor at least 60 days written notice. This Contract may be canceled or terminated at any time by the County, with cause, at anytime during the term of this Contract upon giving Contractor at least 60 days written notice.

I. Storage Facilities

Public Works will not provide storage facilities for Contractor.

J. Responsibilities of Contractor

1. Annexations

In the event that adjacent areas are annexed to the District during this Contract's term, Contractor shall not be required to provide collection and/or clean-up services within the area annexed and shall not look to the District funds for compensation for collections made within such annexed territory until and after the

beginning of that fiscal year following such annexations for which a tax levy shall have been made upon the property in such annexed territory and funds made available for the discharge of payments under this Contract for collection service therein. However, Contractor may contract with individual owners or tenants for the collection of refuse, recyclable materials, and green waste within such annexed territories during the period between the date of annexation and the beginning of the fiscal year, above-mentioned, following annexation for which a tax levy shall have provided funds. Nothing herein shall prevent the owners or tenants, should they so desire, or the County from contracting with any other person or persons for such collection services until the beginning of the fiscal year above-mentioned.

2. Fees and Gratuities

Contractor shall not, nor shall Contractor permit any agent, employee, or subcontractor employed by Contractor, to request, demand, or accept, either directly or indirectly, any compensation or gratuity from any person, firm or corporation, other than the District, for the collections made therein except as herein provided.

3. Office for Inquiries and Complaints

Contractor shall maintain an office at some fixed place and shall maintain a telephone within that office, listed in the telephone directory in Contractor's own name or in the firm name by which it is most commonly known. Contractor shall at all times, during the hours between 8 a.m. and 5 p.m., including the noon hour of each day, except Saturdays and Sundays and the aforementioned holidays, have some person, employed full time by Contractor, at said office for the answering of inquiries and by whom complaints may be received from District property owners and tenants or from Public Works or the County Department of Health Services. Such person shall have the ability to speak and understand both English and Spanish. Contractor shall have a telephone answering system capable of receiving five incoming calls at one time and shall answer 90 percent of all incoming calls within the first two rings.

Contractor shall establish a telephone number for the exclusive use of District residents. The telephone of said Contractor shall be toll-free to residents of the District and in no case shall a resident of said District be required to pay any charge to telephone said Contractor.

Contractor shall maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such log of complaints shall be open to inspection of the Director/Designee at all reasonable times.

All complaints shall be resolved as soon as possible after notification but in all cases within 24 hours, to the satisfaction of the complainant. If any complaint is not resolved within 24 hours, the Director/Designee shall be notified immediately in writing the reason for not resolving such complaint. All complaints shall be resolved to the satisfaction of the Director/Designee.

Contractor shall file a statement in writing by the fifth day of each month with the Director/Designee, the total number of complaints received by its office for the previous month. This statement shall also include, but is not limited to information such as the date of complaints, name, address, and telephone number of complainant, the nature of the complaints, particularly those arising from inadequate or improper services provided by Contractor and when and what action was taken by Contractor to remedy the complaint. Contractor shall sign and date this statement.

4. Integrity of District

The attention of Contractor is called to the provisions of the act under which this District was formed relative to the possible dissolution of, withdrawal of territory from, and annexation of territory to said District.

Attention of Contractor is further called to the absence of any provisions in said act relative to the affect of municipal annexations or incorporation. The Board does not assume to state what the legal effect of such annexation or incorporation would be.

K. Responsibilities of Public Works

Public Works' responsibilities will include, but not be limited to monitoring and inspecting Contractor's performance to ensure compliance with these Specifications, Term, Requirements, and Conditions of this Contract. Public Works at the sole discretion of the Director/Designee may provide Contractor assistance as needed.

L. Project Safety Official

Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with Contractor's

Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). Contractor's Project Safety Official shall be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation, if necessary. Failure by Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as Contractor is in compliance.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

Public Works will recommend that the contract be awarded to the lowest responsible Proposer subject to the conditions outlined in Part I, Section 3.D, Evaluation of Proposals. The awardee shall sign and return this Contract, together with copies of the required insurance certification, within seven days after notification by Public Works of intent to recommend award of this Contract by the Board.

B. Final Contract Award by the Board

Notwithstanding a recommendation of Public Works, the Board, as a governing body of the District, retains the right to exercise its judgment concerning the selection of a proposal, alternatives, and the terms of any resultant agreement, and to determine which proposal best serves the interest of the District. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

C. Legal Status of Contractor Personnel at Facility

Contractor (including all subcontractors, if any) warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor and subcontractors, if any, shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor and subcontractors, if any, shall retain such documentation for all covered employees for the period prescribed by law. Contractor and subcontractor, if any, shall indemnify, defend, and hold harmless, the County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

D. County Lobbyists

Each County lobbyist or County lobbying firm as defined in the

Los Angeles County Code Section 2.160.010 retained by Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. The Contractor's signature on this Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

SECTION 4

GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contract Status

This Contract is by and between the County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents (County) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor property). Contractor shall not be obligated to indemnify for liability and expense arising from active negligence of the County.

C. Safety Indemnification

To the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability expense (including defense costs and legal fees), claims and/or cause of action for damages of any nature whatsoever, including but not limited to injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation.

The obligation to defend, indemnify, and hold harmless includes all investigations and proceedings associated with

purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. Insurance

Without limiting Contractor's indemnification of the County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of insurance - Certificate (s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, attention Angelica Maldonado, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County, its special districts, its officers, and employees as insured for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or rate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not

limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be extended by a corporate surety licensed to transact business in the State of California.

2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.
3. Failure to Maintain Coverage - Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
4. Notification of Incidents, Claims, or Suits - Contractor shall report to County's Project Manager:
 - a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of the occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the term of this Contract.
5. Compensation for County Costs - In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6. Insurance Coverage Requirements for Subcontractor - Contractor shall insure any and all subcontractors performing services under this Contract by either:

- a. Contractor providing evidence of insurance covering the activities of subcontractor, or
- b. Contractor providing evidence submitted by subcontractor evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Complete Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$ 1 million for each accident. Such insurance shall include coverage for all "owned", "nonowned", and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

3. Workers' Compensation and Employees' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or by any other State, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

4. Performance Security

- a. A faithful performance bond in the sum of not less than 50 percent of the annual Contract price payable to the County and executed by a corporate surety licensed to transact business as a surety in the state of California. Such bond shall be conditioned upon faithful performance by Contractor of the terms and conditions of this Contract and shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon, or;
 - b. Subject to County conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the County upon demand and in the sum of not less than 50 percent of the annual Contract price may be acceptable.
5. All insurance or renewals, as described above, shall be hand-delivered and filed with the Director/designee at least 30 days prior to the expiration of then-current policy. If any insurance is not filed or renewed, as herein provided, this Contract shall be ipso facto forfeited, and Contractor shall be responsible for any damages suffered by the District as a result thereof.

F. Liquidated Damages

All times, limits and acts required to be done by these Specifications are of the essence of this Contract and should Contractor fail to perform or complete the work required to be done at the time set forth in these Specifications, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the case, will be extremely difficult and impractical to fix; that the District and Contractor have endeavored to fix the amount of said damages in advance; that the amounts set forth hereinafter are the nearest and most exact measures of damages for such breach that can be fixed now or could be fixed at or after such breach, and that

therefore, the District and Contractor hereby fix the liquidated damages set forth hereinafter and not as a penalty of forfeiture for breach of this Contract, and in the case of any such breach the District may assess such liquidated damages and deduct said amount from the amount due Contractor under this Contract:

1. Failure to maintain the collection schedule during the hours of service as defined in Part I, Section 2.F, Hours and Days of Service - \$10 per day per dwelling unit, business or commercial establishment not collected on the scheduled day.
2. Failure to remedy a complaint which is found to be justified by the Director/Designee within 24 hours after notification by the Director/Designee - \$100 per 24-hour period for each complaint.
3. Leaking or spilling refuse, recyclable materials or green waste and failure to pick up such refuse, recyclable materials or green waste - \$75 per each occurrence.
4. Failure to answer the telephone during the hours specified in these Specifications - \$75 for each occurrence.
5. Failure to have employees dressed uniformly in clean uniforms - \$50 per employee per day.
6. Failure to maintain any truck for collecting refuse, recycling, and/or green waste in accordance with these Specifications after one warning by the Director/Designee - \$75 per truck per day.
7. Failure to submit any required reports and/or proof of publication/delivery in the time frame as specified in these Specifications - \$100 per occurrence.
8. Failure to maintain the hours of operation between 7 a.m. and 5 p.m. - \$100 per truck per occurrence per day.
9. Failure to print, paint, or display the District's name and Contractor's name and telephone number on any collection truck used in the District - \$100 per truck per day.
10. Failure to publish/distribute public notices, or to fulfill any requirements of the Public Education Program/Campaign within the time frame specified in these Specifications - \$1,000 per occurrence.
11. Failure to deliver containers to residences, multi-family

residences, businesses, and commercial/industrial establishments for automated collection of refuse, recyclable materials, and green waste within the time frame specified in these Specifications - \$10 per day per dwelling unit.

The actual cost of investigation by the Director/Designee of any failure or violation may be assessed in addition to the above schedule of liquidated damages.

The Director/Designee may decline to levy liquidated damages if its found that the violation of these Specifications is insignificant or caused by a strike or accident or similar occurrence beyond the control of Contractor as defined in Part III, Standard Terms and Conditions, Section 3, Default. In the event that the Director/Designee determines to levy liquidated damages, the Director/Designee shall so notify Contractor in writing. Public Works shall thereupon deduct the amount of such liquidated damages from any payment which is due to Contractor or which thereafter becomes due. The determination by the Director/Designee hereunder shall be final and conclusive.

SECTION 5

METHOD OF PAYMENT

A. Compensation is specified as follows:

1. Initial Proposal

The Contractor has specified in their proposal a flat Monthly Payment Rate for which the Contractor agrees to perform the services described and specified herein during the calendar months beginning August 1, 2003, and ending June 30, 2008, based upon these Specifications. Said Monthly Payment Rate is referred to hereinafter as the "initial monthly compensation" and it shall be based upon the area and population of the District at the time the proposal is submitted. The initial monthly compensation paid to Contractor shall be fixed, and such initial compensation shall be the basic rate of monthly compensation upon which all subsequent adjustments of compensation shall be computed.

2. Counts of Refuse Units

A count by Public Works of the total number of refuse units, referred to hereinafter as "Units", assigned to each parcel of real property (including, but not limited to, residential, commercial/industrial establishments, and vacant parcels) in the District based on land use codes as shown by the current records of the County Assessor shall be the basic unit count upon which all subsequent adjustments of compensation are computed.

The current number of units in the District, as shown in Part I, Section 6, "Schedule of Prices," is 5,427.

During the life of this Contract, a count will be made of all units in the District as the first day of each July or within 20 days thereafter.

In making all unit counts called for under these Specifications, Public Works may rely on the Assessor's most current (prior to date prescribed for count) tax roll, or other records, and the same are hereby agreed to be a true and correct reflection of the number of units in the District as of the dates prescribed for computation.

3. Method of Computing Rate Per Unit

Public Works will compute the rate per unit in the following manner: the initial monthly compensation will be divided by the basic unit count, thus establishing a monthly rate per unit. This rate per unit shall prevail throughout the life of this Contract, except as specifically provided for in Part I, Section 5.A.6, Petition for Rate Adjustment. Computation described herein shall be carried to the fourth decimal place.

4. Method of Computing Monthly Compensation

As affecting subsequent payments, Public Works will multiply the current count of units, viz., the count as of July 1, by the monthly rate per unit as established in the foregoing paragraph, entitled "Method of Computing Rate Per Unit", thus establishing a new monthly compensation for collection service, which monthly compensation shall be paid Contractor during the ensuing 12-month period.

5. Material, Disposal Site Fees, and Other Costs

It shall be the responsibility of the Proposer, in calculating the proposal price, to take into consideration the possible escalation of materials, the escalation of disposal site/permitted facility fees, and the escalation of other costs not specifically provided for in Part I, Section 5, Method of Payment, during the terms of this Contract.

6. Petition For Rate Adjustment

The initial monthly compensation will not be adjusted on the movements of the All Urban Consumer Price Index for the Los Angeles-Riverside-Orange County area or any other index during the term of this Contract.

In the event Contractor experiences substantial cost increases in disposal fees or transportation costs due to lack of availability of disposal sites within 100 miles from the Kenneth Hahn Hall of Administration, and the increased costs exceed by ten percent or more the adjustment in the All Urban Consumer Price Index for Los Angeles-Riverside-Orange County, Contractor will be entitled to petition the Director for rate adjustment to compensate Contractor for any such unusual cost increase(s) as provided below. No adjustment will be made on the basis of: 1) fuel price increases; and 2) disposal fee or transportation cost increases which are not the result of a lack of availability of disposal

sites. In addition, any increase shall not exceed the average salary movement granted to County employees. Should fiscal circumstances ultimately prevent the Board from approving any increase in County employees salaries, no adjustments will be granted.

If at any time after the first 12 months of this Contract, the above-mentioned costs exceed by ten percent or more of all Annual Escalation Adjustments (Part I, Section 5.A.7, Method of Calculation of Annual Escalation Adjustment) in All Urban Consumer Price Index for Los Angeles-Riverside-Orange County, as calculated by applying the adjustment formula defined hereinafter, the County will consider Contractor's petition for an adjustment to compensate Contractor for the amount by which the increased costs exceed said adjustments in the All Urban Consumer Price Index for Los Angeles-Riverside-Orange County.

Contractor may petition the Director/Designee and include as part of the petition a detailed schedule comparing the current disposal fee(s) at disposal sites used to dispose of District refuse to the disposal fee(s) at the time of the initial proposal.

Contractor shall also make available to the Director/Designee any additional documentation and support schedules relating to disposal fees, or transportation cost increases that the Director/Designee deems necessary in order to determine the actual increase(s). Such documentation shall include, but not be limited to disposal site receipts, driver route schedules, vehicle numbers including truck license numbers, disposal sites, and summary sheets of monthly disposal costs, fuel usage, and productivity reports. Contractor shall also provide an explanation for use of any alternate disposal sites.

All increases authorized pursuant to those paragraphs entitled "Petition for Rate Adjustment" will be subject to total maximum amount of 25 percent of the initial monthly compensation over the term of this five-year Contract.

The Director/Designee will, within 45 working days of receipt of Contractor's petition and detailed schedule, perform a review to substantiate the increase(s). At that time, the Director will determine at the Director's sole discretion whether Contractor has substantiated its petition for increase and an adjustment may be made to the annual rate to compensate Contractor for the increase(s). Such adjustment shall only be made to the

extent funds are available. The Director/Designee may request the assistance of the Auditor-Controller in making an adjustment for which a petition and documentation has been received. An adjustment made for a petition submitted prior to February 1 will become effective the following July 1.

7. Method of Calculation of Annual Escalation Adjustment

The following is applicable only if a rate adjustment is authorized by the Director pursuant to Part I, Section 5.A.6 , Petition for Rate Adjustment.

Calculate the percentage movement in the seasonally unadjusted All Urban Consumer Price Index for the Los Angeles-Riverside-Orange County area for the 12-month period preceding March 1 (all items: 1982-84=100), as reported by the U.S. Department of Labor for the year in question (March 200x). Percentage movement is derived by dividing the number of index points reported at the end of the year in question by the number of index points reported at the beginning of the year in question, rounding to the nearest 10,000; multiplying by 100; and subtracting 100.

8. Change in Service Area/Population of District

It is understood that the monthly compensation to be paid Contractor shall be increased in proportion to the number of units or to enlargement of the boundaries of the District or to expansion of the area to be served, and that the monthly compensation shall be decreased if the number of units served decreases, whether such decrease be due to decrease of population or diminution of the size of the District.

It is further understood that the annual count of units as described hereinabove in the paragraph entitled Part I, Section 5.A.2, Counts of Refuse Units, shall be deemed to accurately reflect the increase or decrease in inhabitants served.

Alternative methods of comparable accuracy agreed upon by Contractor and the Director/Designee may be used to determine the population of the District. Where a portion of territory of the District is excluded there from during the time covered by this Contract and Contractor has no further obligation hereunder to make collection in such excluded area. The Board may, at its discretion, direct that a count of all units in the territory remaining in the District be made between the first and the 20th of the month immediately following the

month wherein said exclusion from the District was determined. The count will be used for the purpose of computing compensation to Contractor until the next annual count of units as set forth hereinabove. In such instance, the provisions of this paragraph shall control payment hereunder, notwithstanding anything to the contrary in these Specifications.

9. Protest

Immediately upon completion of the count of units and computation of new monthly compensation in each instance as provided hereinabove, the Director/Designee will notify Contractor of said count and monthly compensation. Within 30 days of such notification, Contractor may protest said count of units or new monthly compensation, in writing, setting forth the reasons for the objection.

Should such protest be filed, Contractor and the Board shall each select an arbitrator and the two persons so selected shall choose a third arbitrator. These three persons shall constitute a Board of Arbitration and they shall settle the dispute as to such count of units or monthly compensation within 15 days of the date of their appointment, and shall prepare written report to Contractor and to the Board setting forth their decision as to what shall be deemed an equitable count of units or monthly compensation under the circumstances. Contractor and the District shall be bound by the decision of the Board of Arbitration and shall thereafter be barred from protesting said count or any payment made pursuant to the recommendations of the Board of Arbitration.

In the event Contractor protests the count of units or monthly compensation as described herein, any payment for services based on said count shall be withheld until the final determination and report by said Board of Arbitration. In the event no protest is filed as provided herein, then the count of units and monthly compensation established by Director/Designee shall be final and binding on both Public Works and Contractor.

10. Funds

Except as otherwise provided, Contractor shall look exclusively to the funds of the District for payment. No payment can or will be made to Contractor from the funds of the District until the proceeds of tax collections and service charges are available for discharge to the payments to be made under this Contract, and no liability against the District funds or the County or any officer or agent of the County will arise by reason or lack of

funds in the County Treasury to the credit of the District, or the inability to meet the payments under this Contract as they become due.

11. Dissolution of District

It is understood that in the event of the dissolution of the District, this Contract and all obligations of either of the parties thereto shall be at an end, whether such dissolution results from proceedings under the provisions of the act pursuant to which the District was created, or by operation of law, or resulting from municipal annexation or incorporation.

B. Method of Payment

Contractor shall present separate monthly invoices in triplicate (one original and two copies) for all work performed during the preceding month in the monthly amount shown in Part I, Section 6, Schedule of Prices. Public Works agrees to make payment to Contractor within 30 days of the receipt of a properly completed invoice from Contractor.

County of Los Angeles
Department of Public Works
P.O. Box 7508
Alhambra, CA 91802-7508
Attention: Fiscal Division
Accounts Payable

PART I - SPECIFICATIONS AND CONDITIONS (continued)

SECTION 6

SCHEDULE OF PRICES

COUNTY OF LOS ANGELES

LENNOX GARBAGE DISPOSAL DISTRICT

In accordance with Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all labor, supervision, materials, and equipment, except those specified to be furnished by Public Works. Using the examples given below calculate your Unit Rate, Monthly Payment Rate and Annual Proposed Amount. The Unit Count given is the current unit count for the Lennox Garbage Disposal District but may be revised as outlined in Part I, Section 5.A.2, Counts of Refuse Units.

ITEM	PROPOSAL PRICE
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A. ALTERNATIVE A

Once-a-week automated collection, transportation, and disposal of refuse, and separate automated collection and management of recyclable materials, and green waste from the District's residences, multi-family residences, businesses, and commercial/ industrial establishments, as specified, for a period of 60 months starting July 1, 2003, and ending June 30, 2008.

EXAMPLE				
<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
3,059	\$7.4724	\$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
<u>5,427</u>	\$ <u>15.1711</u>	\$ <u>82,334</u>	X 12	= \$ <u>988,000</u>

nine hundred eighty-eight thousand dollars and 00 cents

Proposed Annual Amount for Alternative A (write out in full)

-1.86-

2003 - Lennox Garbage Disposal District

*Additional Cart Charge \$2.75 per month

PART I - SPECIFICATIONS AND CONDITIONS (continued)

B. Alternative B

Once-a-week automated collection and disposal/management of commingled refuse and recyclable materials from the District's residences, multi-family residences, businesses, and commercial/industrial establishments, as specified, and the recovery and separation of recyclable materials from said commingled collection at a permitted Materials Recovery Facility, for a period of 60 months starting July 1, 2003, and ending June 30, 2008. In addition, weekly automated collection and management of green waste from the District's residences, multi-family residences, businesses, and commercial/industrial establishments, for the same 60 months period as specified above.

EXAMPLE				
<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
3,059	\$7.4724	\$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
<u>5,427</u>	\$ <u>16.8755</u>	\$ <u>91,584</u>	X 12	= \$ <u>1,099,000</u>

one million ninety-nine thousand dollars and 00 cents

Proposed Annual Amount for Alternative B (write out in full)

*Additional cart charge \$2.75 per month

PART I - SPECIFICATIONS AND CONDITIONS (continued)

C. Alternative C

Once-a-week automated collection and disposal/management of commingled refuse, recyclable materials, and green waste from the District's residences, multi-family residences, businesses, and commercial/industrial establishments, as specified, and the recovery and separation of recyclable materials and green waste from said commingled collection at a permitted Materials Recovery Facility, for a period of 60 months starting July 1, 2003, and ending June 30, 2008.

EXAMPLE				
<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
3,059	\$7.4724	\$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

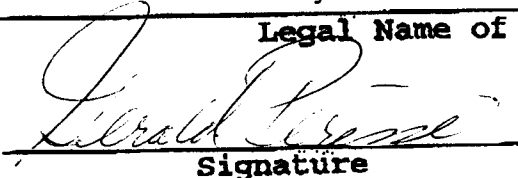
<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
<u>5,427</u>	\$ <u>16.9676</u>	\$ <u>92,084</u>	X 12	= \$ <u>1,105,000</u>

one million one hundred five thousand and 00 cents

Proposed Annual Amount for Alternative C (write out in full)

BFI Waste Systems of North America, Inc.

Legal Name of Proposer (Print or Type)


Signature

3/06/03
Date

S0004
Required License No.

14905 S. San Pedro Street, Gardena, CA 90248

Address

Gardena	90248	310 323-0763
City	Zip Code	Telephone

PART II--Service Contract General Requirements (continued)

PART II

GENERAL REQUIREMENTS

SECTION 1

GENERAL DEFINITIONS AND TERMS

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

Whenever in these Specifications the following terms are used, the intent and meaning shall be interpreted as follows:

1. Act. The Health and Safety Code of the State of California, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 Government Code Section 56000, et seq. and Sections 49000 through 49195 of the Public Resources Code, the District reorganization Act of 1965, and the Knox-Nesbet Act.
2. Agreement. The written contract for the performance of the work as outlined in the specifications.
3. Alley. A publicly-owned and maintained narrow street or lane usually located behind a row of buildings or between two rows of buildings that face an adjacent street.
4. Automated Collection. Collection of residential solid waste, recyclable materials, and green waste through the use of mechanical truck equipped with specially-designed hydraulic arms that grasp, lift, and empty special-wheeled, plastic containers which residents roll out to the curb.
5. Board. The Board of Supervisors of the County of Los Angeles.
6. Board of Supervisors. The Board of Supervisors of the County of Los Angeles.
7. Business. Business is a commercial and/or industrial establishment.
8. Buy-Back Center. A fixed location wherein recyclable materials may be sold.
9. Combustible Refuse. All combustible material including, but not limited to, paper, rags, discarded household bedding, excelsior, or other packing materials, cardboard cartons, boxes and containers of wood or fiber, sawdust, or shavings from

PART II-Service Contract General Requirements (continued)

lumber yards, mills, factories, or shops, lumber scraps, wood or wooden articles, grass, trees, plants, vines and the pruning thereof. Hazardous, designated, radioactive, and medical waste/material is specifically excluded.

10. Commercial Establishment. Any site for financial establishments, service-oriented concerns, retail stores, commercial warehouses, professional/governmental offices/facilities, civic concerns, hospitals and other health care facilities, libraries, and nonprofit research organizations.
11. Commingled Refuse and Recyclable Materials: A mixture of refuse and several recyclable materials placed in one container.
12. Commingled Refuse, Recyclable Materials, and Green Waste. A mixture of refuse, several recyclable materials, and green waste placed in one container.
13. Compost. Any product resulting from the controlled biological decomposition of organic wastes that are source separated from the solid waste stream.
14. Composting Center, Station, or Facility. Composting center, station, or facility are facilities whose principal function is to receive and to process green waste through composting. Such a center, station, or facility must have received all necessary permits/licenses, as may be required by Federal, State and local laws and regulations.
15. Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract shall include the specifications, together with any special provisions thereof. Also, any and all supplemental agreements amending or extending the service to be performed and which may be required to supply acceptable services specified herein.
16. Contract Work. Construction, maintenance, repair, or service performed for the County by a licensed Contractor in conformance with applicable plans and Specifications.
17. Contractor. The person or persons, co-partnership, joint venture or corporation who has entered into an agreement with the County to perform or execute the work covered by the Specifications.
18. County. County of Los Angeles and/or Los Angeles County

PART II-Service Contract General Requirements (continued)

Department of Public Works and/or Los Angeles County Flood Control District and/or Los Angeles County Road Department and/or Los Angeles County Engineer.

19. Days. Calendar days.
20. Department. Los Angeles County Department of Public Works.
21. Designate Waste. As defined in Section 2522, Title 23 of the California Code of Regulations.
22. Designee. The Director's authorized representative from the Department.
23. Director. The Director of Public Works, County of Los Angeles, as used herein, shall mean the Road Commissioner or County Engineer, County of Los Angeles, or Chief Engineer, Los Angeles County Flood Control District, or the Director's authorized representative(s).
24. Disposal Site. The place, location, tract of land, area or premises in use for the landfill disposal of solid waste. Disposal site includes a solid waste landfill, as defined in Section 46027 of the California Public Resources Code. Unless determined otherwise by the Director/Designee, for the purpose of this Contract, disposal site includes a solid waste facility as defined in Part II, Section 1.58, Transformation Facility.
25. District. Lennox Garbage Disposal District as shown in Exhibit A.
26. Facility. Any permitted facility; or recycling center, station or facility; or composting center, station or facility.
27. Garbage. All animal and vegetable refuse from kitchens of households or restaurants, all household waste which has been prepared for or been used for food, or shall have resulted from the preparation of food or table refuse of offal, and every accumulation of animal, vegetable and other matter that attends the preparation, consumption, decay dealing in or storage of meats, fish, fowls, fruits, or vegetables, and shall include all refuse which shall have resulted from sorting or the commercial preparation or processing of food products in canneries, dehydrating plants, preserving works, pickling works, or other food manufacturers or distributors. Hazardous, designated, radioactive, and medical waste/materials is specifically excluded.
28. Green Waste. All vegetable cuttings, shrubs, stumps, brushes,

PART II--Service Contract General Requirements (continued)

tree trimmings, grasses and related materials which have been separated from other solid waste. Green waste does not include stumps with diameters larger than ten inches. Green waste may also be referred to as yard waste.

29. Hazardous, Radioactive, and Medical Waste Material. All hazardous, radioactive and medical waste, and materials as defined by any Federal, State and local law.
30. Health Officer or County Health Officer. The County Health Officer of the County of Los Angeles or authorized deputy, agent, or representative, the Director of Health Services, or such other person as the Board of Supervisors may designate in lieu of such health officer.
31. Industrial Establishment. Any site for mechanized manufacturing activities including factories, food processing, mineral extraction, power generation, refineries, fuel storage facilities, and publicly-operated treatment works.
32. Kenneth Hahn Hall of Administration. The Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012.
33. Major Appliance. Any domestic or commercial device, including, but not limited to, a washing machine, clothes dryer, hot water heater, dehumidifier, conventional oven, microwave oven, stove, refrigerator, freezer, air conditioner, trash compactor, and residential furnace.
34. Materials Recovery Facility. A permitted solid waste facility where solid wastes or recyclable materials and green waste are sorted or separated by hand or by use of machinery, for the purposes of recycling or composting.
35. Materials Which Require Special Handling. Sodium azide canisters in unspent air bags which are determined to be hazardous by Federal and State law or regulation, encapsulated polychlorinated biphenyls (PCBs) in major appliances, and chlorofluorocarbons (CFCs) injected in air conditioning/refrigeration units or any other hazardous waste or hazardous material regulated by the California Department of Toxic Substances Control.
36. Metallic Discard. Any large metal article or product, or any part thereof, including, but not limited to, metal furniture, machinery, major appliances, electronic products, and wood-burning stoves.

PART II-Service Contract General Requirements (continued)

37. Medical Waste. As defined in Chapter 6.1 (The Medical Waste Act), Division 20 of the California Health and Safety Code.
38. Multi-family Residence. All parcels of land which contain three dwelling units or more.
39. Multi-family Resident. Property owners or tenants of all parcels of land which contain three dwelling units or more.
40. Noncombustible Refuse. All ashes, bottles, broken glass, crockery, earthenware, tin cans, tinware, wire netting, articles of discarded metal or stone, automobile tires and tubes, metal kegs, barrels, casks, water heaters and dismantled incinerators, plaster, stucco, dirt, rocks, brick and other such building material. Hazardous, designated, radioactive, and medical waste/material as defined is specifically excluded.
41. Permitted Facility. Any facility where disposal of refuse occurs. Such facilities must have received a solid waste facility permit and all other applicable Federal, State and local agency permits.
42. Permitted Transformation Facility. A transformation facility for which there exists 1) a current Solid Waste Facility Permit issued by the Local Enforcement Agency and concurred by the California Integrated Waste Management Board, 2) a Land Use Permit/Conditional Use permit issued by the local jurisdiction=s land use authority, 3) a Permit to Operate issued by the local Air Quality Management/Air Quality Pollution Control District, and, if applicable, 4) a Waste Discharge Requirements permit issued by the appropriate California Regional Water Quality Control Board. See also Transformation Facility.
43. Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).
44. Proposal Form. The blank form prepared (Schedule of Prices) and furnished by the Department upon which all priced Proposals shall be submitted.
45. Proposer. Any individual, firm, or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.
46. Recyclable Materials. All aluminum and metal cans; newspapers, all plastics Nos. 1 and 2, mixed paper, junk mails, magazines, telephone books, cardboard and office paper; glass bottles

PART II-Service Contract General Requirements (continued)

and/or jars; plastic soda bottles and milk and water containers; plastic bags, such as bread, frozen food, and grocery bags and/or squeezable condiment containers; and green waste. Recyclable materials, for the purpose of this Contract also includes food waste generated by the commercial food establishments within the District. The Director may expand the definition to include other plastics, paper, glass, used motor oil, ferrous metal, aluminum, or other recyclable materials upon 30 days written notice to the Contractor.

47. Recycling. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling does not include transformation as defined as the incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.
48. Recycling Center, Station, or Facility. "Recycling center, station, or facility" are facilities whose principal function is to receive, store, convert, separate or transfer recyclable materials for processing. Such a center, station, or facility must have received all necessary permits/licenses as may be required by Federal, State and local laws and regulations.
49. Refuse. Refuse for this Agreement shall be defined as solid waste as defined in the Los Angeles County Code, Section 20.72.190 and/or Section 40191 of the California Public Resources Code.
50. Refuse Container. Container designed for safe handling of refuse. Such container must be non-absorbent, water-tight, vector-resistant, durable, and easily cleanable. Containers should be of adequate size and in sufficient numbers to contain without overflowing, all the refuse that a property generates within the designated removal period. Containers shall not exceed reasonable lifting weights for an average physically fit individual except where mechanical loading systems are used. In all instances, container shall not be larger than three (3) cubic yards.
51. Residences. All single-family residences and duplexes.
52. Residents. Property owners or tenants of single-family residences and duplexes.
53. Responsible Proposer. Proposer who meets all the requirements

outlined in the Specifications.

54. Solicitation Document. Request for Proposals or Request for Quotation.
55. Solid Waste. As defined in Section 40191 of the California Public Resources Code and/or Section 20.72.190 of the County Code. For the purpose of this Agreement, solid waste does not include liquid waste. Hazardous, designated, radioactive, and medical waste/material is specifically excluded.
56. Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under the Contract.
57. The Work. The entire contemplated work to be performed and services rendered as prescribed in the Specifications and covered by the Contract.
58. Transformation Facility. Defined in Section 18720(77), Title 14 of the California Code of Regulations as a facility whose principal function is to convert, combust, or otherwise process solid waste by incineration, pyrolysis, destructive distillation, or gasification, or to chemically or biologically process solid wastes, for the purpose of volume reduction, synthetic fuel production, or energy recovery. Transformation facility does not include a composting facility. See also Permitted Transformation Facility.
59. Waste stream. The total flow of solid waste from homes, businesses, institutions, and manufacturing plants that must be recycled, burned, or disposed of in landfill; or any segment thereof, such as the residential waste stream or the recyclable waste stream.
60. White Goods. See definition for Major Appliance. Should there appear to be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director shall be consulted and the Director's decision thereon shall be final and conclusive.

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers will be held (1) to have carefully read the solicitation document and all attachments, (2) to have satisfied themselves as to their ability to meet all of the difficulties attending the execution of the proposed work before the delivery of their Proposal, and (3) agree that if awarded this Contract, no claim will be made against the County based on ignorance or misunderstanding of the solicitation document.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Invalid Proposals

It is the sole responsibility of the Proposer to see that its Proposal is properly received by Public Works before the submission deadline. Proposers shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Proposals submitted by telegram, and/or facsimile machine, and those which are not clocked in at the prescribed location prior to date and hour set for receipt of same will not be considered and may be returned to the Proposer unopened at the sole discretion of the Director as to what is in the County's best interest.

D. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer shall render their Proposal irregular and may cause its rejection.

E. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 120 days following the last day to accept Proposals.

F. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than an officer of a corporation or a member of a general co-partnership, must be submitted with a power of attorney authorizing such signature; otherwise, the Proposal will be rejected as irregular and unauthorized.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document contains multi-Proposal requests, no Proposal will be considered unless the Proposer submits a price on all items within each category, though the Proposer may not be required to submit a price on all the categories.

G. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out this Contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these Specifications. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be sufficient cause for rejection of the Proposal.

H. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be sufficient cause for rejection of the Proposal.

I. Proposer's License Requirements

Proposers shall be properly licensed by the State of California and the County's Department of Health Services to perform the work proposed under these Specifications. Lack of proper license at the time of submission of Proposal will be sufficient cause for rejection of the Proposal.

J. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District, or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

K. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors form provided. The use of subcontractors shall be according to the provisions of Part II, Section 4, Paragraphs D and G. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

More than one Proposal from an individual, firm, or partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future Proposals.

N. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price

PART II--Service Contract General Requirements (continued)

times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected extension will be considered as representing the Proposer's intentions.

If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions.

If the items are incorrectly totaled, the corrected total will be considered as representing the Proposer's intentions.

O. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of this Contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, and plainly marked as "trade secret." Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

P. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of this Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County

manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

Q. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
3. The County may declare a Proposer to be non-responsible for purposes of this proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform this proposed Contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's

representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for Public Works' recommendation. If the Proposer fails to avail itself of the opportunity to rebut Public Works' evidence, the Proposer may be deemed to have waived all rights of appeal.

5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will

PART II-Service Contract General Requirements (continued)

prepare a proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.

4. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

SECTION 3

GENERAL CONTRACT REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

B. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

C. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, state, or local authorities for work to be accomplished under this Contract.

D. Quality of Work

The Contractor shall provide the quality of services under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor(s). The Contractor also agrees that services shall be furnished in a professional manner and according to these Specifications.

E. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

F. Authority of Public Works and Inspection

PART II-Service Contract General Requirements (continued)

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

G. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

H. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

I. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the

PART II--Service Contract General Requirements (continued)

Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' job sites.

L. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

M. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

N. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to the Director's approval.

O. Transportation

Public Works will not provide transportation to and from the

PART II--Service Contract General Requirements (continued)

job site, nor travel around the limits of the job site.

P. Storage of Material and Equipment

The Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any job site.

Q. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

R. County's Policy on Child Support Laws

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

S. Job Site Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe job site.

T. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid

waste deposited at the County landfills, the Contractor agrees to use recycled content paper to the maximum extent possible under this Contract.

U. Contractor Responsibility and Debarment

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a

PART II-Service Contract General Requirements (continued)

recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
7. These terms shall also apply to subcontractors of Contractor.

V. Jury Service Program

1. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
2. Written Employee Jury Service Policy
 - a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
 - b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee"

PART II--Service Contract General Requirements (continued)

means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

W. Local Small Business Enterprise Program

- 1. This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

PART II--Service Contract General Requirements (continued)

2. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
 3. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
 4. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - a. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).
 - d. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.
- X. Notice to Employees Regarding the Safely Surrendered Baby Law
- The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby

PART II--Service Contract General Requirements (continued)

Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in the Attachments to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

Y. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, state, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' work.

C. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which services are performed.

D. Subcontractors

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

E. Cooperation

The Contractor shall cooperate with Public Works ' forces engaged in any other activities at the job site. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

F. Delegation and Assignment

The Contractor may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.

G. Subcontracting

The Contractor shall:

1. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
2. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and,
3. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

K. Consideration of Hiring GAIN Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by category to the Contractor.

L. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

M. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement

PART II--Service Contract General Requirements (continued)

personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

SECTION 5

TERMINATION OF CONTRACT

A. Unsatisfactory Service

Public Works reserves the right to cancel these services, upon giving 14 days' written notice, if the services are deemed unsatisfactory in the opinion of the Director.

B. Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

1. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
2. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
3. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

C. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract. Failure to cure such a default

PART II-Service Contract General Requirements (continued)

within 90 days of notice by the County shall be grounds upon which the County may give notice of termination and terminate this Contract.

D. Termination Claim

If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.

Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

PART III

STANDARD TERMS AND CONDITIONS

LOS ANGELES COUNTY SERVICES CONTRACTS

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Nondiscrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

PART III - STANDARD TERMS AND CONDITIONS (continued)

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

C. Assignment

This Contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the Director and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this Contract, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

D. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

E. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

PART III - STANDARD TERMS AND CONDITIONS (continued)

2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

G. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

H. Termination for Improper Consideration

County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861. Among other items, such improper consideration

M. Default for Insolvency

1. The County may cancel forthwith this Contract for default in the event of the occurrence of any of the following:
 - a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
 - b. The filing of a voluntary petition to have the Contractor declared bankrupt.
 - c. The appointment of a Receiver or Trustee for the Contractor.
 - d. The execution by the Contractor of an assignment for the benefits of creditors.
2. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

N. Default

1. The County may, subject to the provisions of Paragraph 3 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

PART III - STANDARD TERMS AND CONDITIONS (continued)

2. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).

PART III - STANDARD TERMS AND CONDITIONS (continued)

5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

O. Disclosure of Information

The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

1. The Contractor shall develop all publicity material in a professional manner.
2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

P. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom

PART III - STANDARD TERMS AND CONDITIONS (continued)

intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Assistant Director
County of Los Angeles Department of Public Works
P. O. Box 1460
Alhambra, CA 91802-1460

2. In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

ATTACHMENTS

- * AFFIDAVIT FOR PARTNERSHIP PROPOSAL
- * AFFIDAVIT FOR CORPORATION PROPOSER
- * AFFIDAVIT FOR INDIVIDUAL PROPOSER
- * AFFIDAVIT FOR JOINT VENTURE
- ** BIDDER'S PROPOSAL
- ** CERTIFICATE CONFLICT OF INTEREST
- ** CONTRACTOR'S INDUSTRIAL SAFETY RECORD
- ** PROPOSER'S/OFFEROR'S EEO CERTIFICATION
- ** PROPOSER'S REFERENCE LIST
- ** LIST OF SUBCONTRACTORS
- ** REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- ** GAIN/GROW EMPLOYMENT COMMITMENT
- PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)
- ** CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION
- ** COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM
- POLICY ON DOING BUSINESS WITH SMALL BUSINESS
- INTERNAL REVENUE SERVICE NOTICE 1015
- COUNTY VISION STATEMENT
- DEBARRED VENDORS REPORT
- SAFELY SURRENDERED BABY FACT SHEET (ENGLISH)
- SAFELY SURRENDERED BABY FACT SHEET (SPANISH)
- BOND FOR FAITHFUL PERFORMANCE
- * The appropriate Affidavit shall be submitted with Proposal.
- ** Forms must be submitted with Proposal.

AFFIDAVIT FOR CORPORATION PROPOSER

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

Gerald Perissi

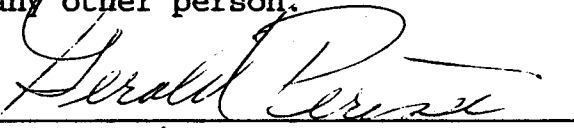
_____, being

first duly sworn, deposes and says:

That he/she is Division General Manager of

BFI Waste Systems of North America, Inc. - Gardena a corporation,

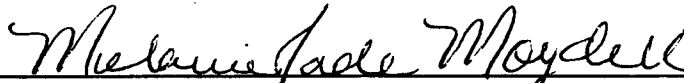
Taxpayer Identification Number 41- 1696636,
which is the party making the foregoing proposal; that such
proposal is genuine and not collusive or sham; that said proposer
has not colluded, conspired, connived or agreed, directly or
indirectly, with any other proposer or person to put in a sham
proposal, and has not in any manner sought by collusion to secure
any advantage against the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC
WORKS, or any person interested in the proposed contract, for
himself/herself or for any other person.



Signature

Subscribed and sworn to before me this

FOURTH day of MARCH, 2003.



Signature of Officer Administering Oath
(NOTARY PUBLIC)



BIDDER'S PROPOSAL

Date March 4, 2003

To the Board of Supervisors of the
Los Angeles County

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:
BFI Waste Systems of North America, Inc. Gardena Division

(If the proposer is a corporation, give the name of the corporation and the name of its president, secretary, treasurer and manager. If a partnership, give the name under which the partnership does business, and the names and addresses of all partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this proposal is made without collusion with any other person, firm, or corporation.
- (c) That the proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge.
- (d) That the proposer has carefully examined the specifications, both general and detail, and any drawings attached hereto, and any additional communications sent and makes this proposal in accordance therewith.
- (e) That, if this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles .
- (f) That the proposer proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and the unit prices will apply to the actual quantities whatever they may be.

Accompanying this proposal is a certified cashier's check, or bidder's bond, payable to the order of the County of Los Angeles in the sum of One hundred and forty thousand DOLLARS (\$ 140,000). Said bidder's bond has duly executed by the undersigned proposer and by a financially sound surety company authorized to transact business in this state. It is understood and agreed that should the proposer be awarded the contract and fail within 15 days after the award to enter into the contract and furnish acceptable surety bonds, then the proceeds of said check, or bidder's bond, shall become the property of the County, but if this contract is entered into and said bonds are furnished, or if the proposal is not accepted, then said check shall be returned to the undersigned, or the proposer will be released from the bidder's bond.

14905 South San Pedro Street, Gardena, CA 90248
Address of Proposer

Gardena, CA
City

90248
Zip Code

310 323-0763
Telephone Number of Proposer

Gerald P. P. P.
Signature of Proposer

CERTIFICATE CONFLICT OF INTEREST

I, Gerald Perissi
as Division General Manager
(Insert: "sole owner", "a partner", "President", "Secretary", or other proper title)
of BFI-Waste Systems of North America Inc - Gardena Division
(Insert name of proposer)

make this Certificate in support of a proposal for a contract with the County of Los Angeles for services within the scope of the following Los Angeles Administrative Code, Section 2.180.010:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as outlined above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal/Bid or cancellation of any contract awarded pursuant to this Proposal/Bid.

I certify under penalty of perjury under the laws of California that the foregoing is correct and true in all respects.

Date: 3/2/05

Signed Gerald Perissi

Title Division General Manager

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Lennox Garbage Disposal District PROPOSER BFI Waste Systems of N.A., Inc

PROPOSAL DATE March 6, 2003

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

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5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	1998	1999	2000	2001	2002	Total	Current Year
1. No. of contracts	6	6	5	5	3	25	3
2. Total dollar amount of Contracts (in thousands of \$)	13,740	13,740	12,276	12,276	5,821	57,853	5,821
3. No. of fatalities **	0	0	0	1	0	1	0
4. No. of lost workday cases **	9	10	5	3	2	29	1
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	*	*	*	1	0	1	0
6. No. of lost workdays **	88	37	78	110	98	411	2

* unknown ** per OSHA log
The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

BFI Waste Systems of North America, Inc.

Name of Proposer (print)

Signature

14905 S. San Pedro Street

Address

Required License or Certificate

Gardena, CA 90248

310/323-0763

City

Zip Code

Telephone

Contractor's Industrial Safety Record – Attachment

Explanation of fatality on 11/23/2001:

Employee was struck by a motor vehicle while walking across a residential street. Driver of the motor vehicle fled the scene.

PROPOSER'S/OFFEROR'S EEO CERTIFICATION

BFI Waste Systems of North America, Inc. - Gardena Division

Proposer's/Offeror's Name

14905 S. San Pedro Street, Gardena, CA 90248

Address

41-1696636

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Los Angeles County Code Section 4.32.010, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S/OFFEROR'S CERTIFICATION

- | | |
|--|---|
| 1. The proposer/offeror has a written policy statement prohibiting any discrimination in all phases of employment. | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 2. The proposer/offeror periodically conducts a self-analysis or utilization analysis of its work force. | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 3. The proposer/offeror has a system for determining if its employment practices are discriminatory against protected groups. | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the proposer/offeror has a system for taking reasonable corrective action to include establishment of goals and timetables. | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |

BFI Waste Systems of North America Inc.

Proposer/Offeror

Gerald Perissi - Division General Manager

Name and Title of Signer

Gerald Perissi

Signature

3/4/03

Date

See Attached Reference List!

PROPOSER'S REFERENCE LIST

Please provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names and telephone numbers before listing. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES. All contracts with the County during the previous three years must be listed.

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

B. Other Governmental Agencies and Private Companies

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

References

References and Experience with City and County Contracts Government Agency				
Municipality	Contact Person	Telephone Number	List of Services Provided	Number of Accounts
Alhambra Automated	Christine Said, Asst. to City Mgr. 111 S. First St. Alhambra, CA 91801	(626) 570-5011	Residential and multi-family automated trash, recycling and yard waste cart service. Current contract for 10 years. Diversion rate 35%	Residential 17,500
Chula Vista Automated	Michael Mescham, City Mgr's Office 276 Fourth Ave Chula Vista, CA 91910	(619) 409-5870	Residential trash, recycling and yard waste. Converted to automated collection Spring 2002. Commercial/multi-family trash, recycling and yard waste service (Known as Pacific Waste Services). Current contract for 20+ years	Residential 43,000 Commercial 1,700
La Canada Flintridge	Mary Goytia-Strauss, Sr. Mgt. Analyst 1327 Foothill Blvd La Canada Flintridge, CA 91011-2137	(818) 790-8882	Residential manual collection of trash and yard waste services. Converting to automated in January and adding curbside recycling. Commercial trash and recycling. Served for over 20 years.	Residential 3984 Commercial 466
LA County Firestone District	Mike Mohajer, Asst. Deputy Director Environmental Programs Div. 900 S. Fremont Ave. Alhambra, CA 91803-1331	(626) 458-5100 458-3593 fax	Commingled trash, recycling and yard waste service with MRF separation. Served over 20 years. Diversion rate for year 2000 - 1.3% By switching to co-mingled collection, the diversion percentage has increased to 37% - 2001	Residential 29,424
Rolling Hills Estates	Greg Grammer, Admin. Analyst 4045 Palos Verdes N Rolling Hills Estates, CA 90274	(310) 377-1577 377-4468 fax	Residential trash, recycling and yard waste service. Served for over 15 years. Diversion rate for year 2000 - 37% - Due to increase in green waste collection and increased emphasis on education - diversion has increased to 56%-2002	Residential 2538
Rolling Hills City	Craig Neelis, City Manager 2 Portuguese Bend Road Rolling Hills, CA 90274	(310) 377-1521 377-7288 fax	Residential trash, recycling and yard waste service. Served for over 15 years. Diversion rate for year 2000 - 53% - With increased emphasis on education the 2002 diversion percentage is 55%	Residential 664
Monrovia	Tammy Evans, Management Analyst 415 S. Ivy Ave. Monrovia, CA 91016	(626) 932-5550	Commercial trash and recycling services. Permitted., Served for over 20 years 45% 3 rd party diversion	Commercial 100
Arcadia	Christopher Ladlum, Mgt. Analyst 11800 Goldring Road Arcadia, CA 91066-6021	(626) 856-6653	Commercial trash and recycling services. Permitted. Served for over 20 years. 28% diversion	Commercial 338
Burbank	Al Zorn, Recycling Coordinator 500 S. Flower Street Burbank, California 91502-2106	(818) 238-3900	Commercial trash and recycling services. Served for over 20 years. 6% diversion	Commercial 700
Glendale	Tom Brady 548 W. Chevy Chase Drive Glendale, CA 91204-1814	(818) 548-4844	Commercial trash and recycling services. Served for over 20 years. 2.4% diversion	Commercial 900
City of Los Angeles	Karen Coca 433 S. Spring Street Los Angeles, CA 90013	(213) 473-8242	Commercial trash and recycling services. Served for over 30 years	Commercial 16,000
County of San Diego	Mark Lewis, WM Coord. Depart. Of Environmental Health 200 E. Main Street 6 th floor El Cajon, CA 92021	(619) 441-6659	Commercial and residential trash and recycling services for over 35 years (Known as Pacific Waste Services) non-exclusive franchise.	Residential 17,870 Commercial 1469
City of San Diego	Bob Epler 9601 Ridgehaven Court Suite 310 San Diego, CA 92123	(858) 492-5025	Commercial trash and recycling services. Served for over 35 years.	Commercial 5,670
City of Pasadena	Carmen Rabie, Program Coordinator Public Works-Integrated W.M. Dept. P.O. Box 7115 Pasadena, CA 91109-9866	(626) 744-7162 744-7085 (fax)	Commercial & multi family trash and recycling services. Served**** Identified 3 rd party scavenging and MRF processing of Municipal Solid Waste.	Commercial 1,200
County of Santa Barbara	County of Santa Barbara Public Works Department 109 E. Victoria St. Santa Barbara, Ca. 93101	(805) 882-3611	Residential and commercial trash and recycling services. Served the county for over 30 years. 59% diversion	Residential 7,905 Commercial 1,087
City of Santa Barbara	Homer F. Smith, Principal Civil Engineer City of Santa Barbara Public Works Depart 630 Garden St. P.O. Box 1990 Santa Barbara, Ca. 93102	(805) 564-5372	Residential and commercial trash and recycling services. Served the city for over 30 years 48% diversion	Residential 16,750 Commercial 2,900

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 00896101	

II FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 151						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					17	2
Hispanic/Latino			8	2	101	6
Asian or Pacific Islander			1		1	1
American Indian						
Filipino						
White			2		3	7

III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	11 %	73 %	1 %	%	%	3 %
Women	11 %	5 %	1 %	%	%	5 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
n/a					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title: General Manager	Date: 3/6/03
-----------------------	------------------------	--------------

LOS ANGELES COUNTY
GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity Work (GROW) programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Gerald Periss
Signature

General Manager
Title

BFI Waste Systems of North America, Inc.
Firm Name Gardena Division

3/4/03
Date

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277

Contractor or Association Name as Shown on Bid or Proposal: BFI Waste Systems of North America Inc.

Contractor or Associated Member Name, if Contractor is an Association: Gerald Perissi

Contractor or Associated Member Address: 14905 S. San Pedro St., Gardena, CA 90248

Telephone: 310 323-6763 FAX: 310 328-6063

County Department Receiving Bid or Proposal: PUBLIC WORKS

Types of Goods or Services To Be Provided: Solid Waste Services

Contract or Purchase Order No. (if applicable): AS-0

Principal Owners: Please check the appropriate box. If box "I" is checked, no further information is required. Please sign and date the form below:

- I. ☒ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received From Contractor</u>
1.	_____	_____	[YES] [NO]
2.	_____	_____	[YES] [NO]
3.	_____	_____	[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: Gerald Perissi Date: 3/4/03
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Gerald Perissi

(Print Name)

Division General Mgr.

(Title/Position)

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 0634
CONNECTION TEL 13238690634
SUBADDRESS
CONNECTION ID
ST. TIME 03/04 15:23
USAGE T 00'37
PGS. SENT 2
RESULT OK

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277

Contractor or Association Name as Shown on Bid or Proposal: BFI Waste Systems of North America Inc.

Contractor or Associated Member Name, if Contractor is an Association: Gerald Perissi

Contractor or Associated Member Address: 14905 S. San Pedro St., Gardena, CA 90248

Telephone: 310 323-6763 FAX: 310 328-6063

County Department Receiving Bid or Proposal: PUBLIC WORKS

Types of Goods or Services To Be Provided: Solid Waste Services

Contract or Purchase Order No. (if applicable): AS-O

Principal Owners: Please check the appropriate box. If box "I" is checked, no further information is required. Please sign and date the form below:

- I. ☒ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use separate sheet if necessary.)

Name of Principal Owner

Title

Payment Received
From Contractor

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) Gerald Perissi, hereby submit this certification to PUBLIC WORKS, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) BFI Waste Systems of North America, Inc., an independently-owned or franchisor-owned business (circle one), located at (contractor or, if an association, associated member's address): Corporation

14905 S. San Pedro Street, Gardena, CA 90248

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Compliance Program;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3.) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 4th day of March 2003
(Month and Year)

at: Gardena, CA 310 323-0763
(City/State) (Telephone No.)

by: Gerald Perissi
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM FOR RENEWAL OF CONTRACT**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: BFI Waste Systems of North America, Inc		
Company Address: 14905 So. San Pedro Street		
City: Gardena	State: CA	Zip Code: 90248
Telephone Number: 310 323-0763		
(Type of Goods or Services): Solid Waste Mgt. Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

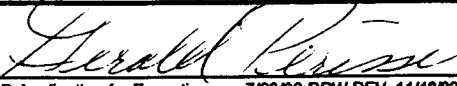
Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Gerald Perissi	Title: Division General Manager
Signature: 	Date: 2/4/03



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE ...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.



County of Los Angeles

Vision

Our ***purpose*** is to improve the quality of life in the County of Los Angeles by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

Our ***philosophy*** of teamwork and collaboration is anchored in our shared values:

responsiveness
professionalism
accountability
compassion
integrity
commitment
a can-do attitude
respect for diversity

Our ***position*** as the premiere organization for those working in the public interest is established by:

a capability to undertake programs that have public value,

an aspiration to be recognized through our achievements as the
model for civic innovation,

a pledge to always work to earn the public trust.

January 30, 2003

Report of Debarred Vendors

Note: The County may terminate any or all of the debarred vendor's existing contracts with the County. Contact the designated Department Contact Person for specific information concerning a debarred vendor and/or contract.

Instructions: Scroll through list. Listing is alphabetical by vendor name and sub-sorted numerically by contract number.

- Click a Vendor Name to toggle to Vendor Detail report.
- Click a Principal Owner to toggle to Principal Owners and Linked Vendor Name/Contracts report.
- Click a Contract Number and toggle to the Contract Detail report.
- Click on an Awarding Dept and toggle to the Contract Database Monitor Detail report.
- Click on a Dept Contact Person to toggle to the Dept Contact Person Detail report.

Note: Denied/repealed pending Board approval contracts are not included in this report.

Vendor Name: A One Building
Principal Owners: Kenneth Ahn
Debarment Start June 20, 2000
Debarment End Date: June 19, 2003

Contract Number: 68788
Status: Closed (Other)
Lead Contractor
Awarding Dept: Public Library
Dept Contact Person: Longoria, Rosario

Contract Number: 70913
Status: Closed (Other)
Lead Contractor
Awarding Dept: Public Library
Dept Contact Person: Longoria, Rosario

Contract Number: 71839
Status: Closed (Other)
Lead Contractor
Awarding Dept: Public Library
Dept Contact Person: Longoria, Rosario

Vendor Name: SHOBIE ENTERPRISES DBA SEAHAWK
Principal Owners: Shamir Ahmad Qazi
Debarment Start April 30, 2002
Debarment End Date: April 30, 2005

Contract Number: CA16-P002-014/MD

Status: Closed (Other)

Sub-contractor

Awarding Dept: Community Development Commission/ Housing Authority

Dept Contact Person: Nishimura, Bob

**no shame.
no blame.
no names.**

**now there's a way to
safely surrender your baby**



The Safety Surrendered Baby Law A Confidential Safe Haven For Newborns

In California, the Safety Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



State of California
Gray Davis, Governor
Health and Human Services Agency
Cantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Worrie Brathwaite Barba, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

sin pena. sin culpa. sin nombres.

**ahora hay una manera para entregar
a su bebé sin ningún peligro**



Sólo: Cómo Entregar A Su Bebé Sin Ningún Peligro Un refugio seguro y confidencial para los recién nacidos.

La ley sobre cómo entregar a su bebé sin ningún peligro permite que una persona entregue a su bebé sin tener miedo de ser arrestada o recibir enjuiciamiento siempre y cuando el bebé no haya sufrido abuso o negligencia. No requiere que se proporcione ningún nombre ni otra información al momento que se entregue el bebé. Permite que los padres entreguen a su bebé, antes de que pasen tres días de su nacimiento, en la sala de emergencia de un hospital u otros lugares designados como refugios seguros en California. El bebé se colocará en un hogar de crianza temporal o en un hogar pre-adoptivo.

En California, nunca nadie tiene que volver a abandonar a un bebé.

En el Condado de Los Angeles:

(877) BABY SAFE

(877) 222-9723

babysafela.org



Estado de California
Gray Davis, Governor
Secretaría de Salud y Servicios Humanos
Graceland Johnson, Secretary
Departamento de Servicios Sociales
Rita Saenz, Director



Junta de Supervisores del Condado de Los Angeles
Clorita Molina, Supervisor del Primer Distrito
Wynne Bathwaite Burke, Supervisor del Segundo Distrito
Zev Yaroslavsky, Supervisor del Tercero Distrito
Don Knabe, Supervisor del Cuarto Distrito
Michael D. Antonovich, Supervisor del Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

EXHIBITS

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
LENNOX GARBAGE DISPOSAL DISTRICT

SOLID WASTE MONITORING AND REPORTING FORMS

COMPANY NAME _____
ADDRESS _____
PHONE NUMBER _____
CONTACT PERSON _____

REPORTING PERIOD (MONTH/YR) _____

CATEGORY	MATERIAL TYPE	RESIDENTIAL (TONS)		COMMERCIAL (TONS)		INDUSTRIAL (TONS)	
		DIVERSION	DISPOSAL	DIVERSION	DISPOSAL	DIVERSION	DISPOSAL
PAPER	CORRUGATED CARDBOARD						
	MIXED PAPER						
	NEWSPAPER						
	HIGH GRADE LEDGER						
	OTHER PAPER						
PLASTICS	HIGH DENSITY POLYETHYLENE (HDPE)						
	POLYETHYLENE TEREPHTHALATE (PET)						
	FILM PLASTICS						
	OTHER PLASTIC						
	REFILLABLE BEVERAGE GLASS						
GLASS	CA REDEMPTION VALUE GLASS						
	OTHER RECYCLABLE GLASS						
	OTHER NON-RECYCLABLE GLASS						
	ALUMINUM CANS						
	BI-METAL CONTAINERS AND TIN CANS						
METALS	FERROUS METALS						
	NON-FERROUS METALS (INC ALUMINUM SCRAP)						
	WHITE GOODS						
	LEAVES						
	GRASS						
YARD WASTE	PRUNINGS						
	FOOD WASTES						
	TIRES AND RUBBER PRODUCTS						
	WOOD WASTES						
	AGRICULTURAL CROP RESIDUES						
OTHER ORGANICS	MANURE						
	TEXTILES AND LEATHER						
	INERT SOLIDS (CONCRETE, BRICK, SAND)						
	HOUSEHOLD HAZARDOUS WASTE AND CONTAINERS						
	ASH						
OTHER WASTE	SEWAGE SLUDGE						
	INDUSTRIAL SLUDGE						
	ASBESTOS						
	AUTO SHREDDER WASTE						
	AUTO BODIES						
SPECIAL WASTE	OTHER SPECIFIC WASTES						

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
LENNOX GARBAGE DISPOSAL DISTRICT**

DIVERSION REPORTING FORM

CATEGORY	FACILITY MATERIALS TAKEN TO	TYPE OF PROCESSING
REFUSE	Name of Facility Address City State Zip Code	
PAPER	Name of Facility Address City State Zip Code	
PLASTICS	Name of Facility Address City State Zip Code	
GLASS	Name of Facility Address City State Zip Code	
FERROUS METALS	Name of Facility Address City State Zip Code	
NON-FERROUS METALS	Name of Facility Address City State Zip Code	
YARD WASTE	Name of Facility Address City State Zip Code	
OTHER ORGANICS	Name of Facility Address City State Zip Code	
OTHER WASTE	Name of Facility Address City State Zip Code	
SPECIAL WASTE (Including white goods)	Name of Facility Address City State Zip Code	

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
LENNOX GARBAGE DISPOSAL DISTRICT
SOLID WASTE MANAGEMENT MONITORING AND REPORTING FORM**

Contractor's Name: _____

Phone Number: _____

Contact Person: _____

Reporting Period: _____

Category	Number of Customers Participated	Participation Rate (%)		
		Curbside Recycling	Green Waste	Christmas Trees*
Single-Family Residence				
Multi-Family Residence				
Commercial and Industrial Establishment				

* If applicable

REFUSE UNITS FOR VARIOUS PROPERTY USES LENNOX GARBAGE DISPOSAL DISTRICT

Page 1 of 4

Current Property Use Classification	Refuse Units
Vacant residential parcels (more than 15 feet in width)	0.5
Single residential units	1
Duplex, double or two units	2
Three residential units (any combination)	3
Four residential units (any combination)	4
Five or more residential units (per unit)	1
Modular homes	1
Rooming houses	1
Mobile home parks	5
Vacant commercial land	0.5
Vacant commercial establishments	1
Miscellaneous commercial	2
Stores	3
Store and office combinations	4
Store and residential combinations	4
Supermarkets	4
Markets, less than 6,000 square feet	2
Shopping centers (neighborhood and community)	18
Shopping centers (regional)	18

REFUSE UNITS FOR VARIOUS PROPERTY USES LENNOX GARBAGE DISPOSAL DISTRICT

Page 2 of 4

Current Property Use Classification	Refuse Units
Office buildings	5
Hotels -- 50 rooms and over	5
Motels -- 5 units and over	5
Motel/hotel and apartment combinations	7
Professional buildings	5
Restaurants	6
Wholesale and manufacturing outlets	2
Banks, savings and loan	2
Service shops, laundries, radio and TV repair	3
Service stations, full-service	3
Service stations, self-service	2
Sales recreation equipment	3
Auto service shops (body and fender garage)	3
Used car sales	2
Car wash	3
Parking lots (commercial use properties)	1
Animal kennels	5
Nurseries or greenhouses	10
Vacant industrial land	0.5
Vacant industrial establishments	1
Miscellaneous industrial	2

REFUSE UNITS FOR VARIOUS PROPERTY USES LENNOX GARBAGE DISPOSAL DISTRICT

Page 3 of 4

Current Property Use Classification	Refuse Units
Light manufacturing	4
Vacant heavy manufacturing	1
Heavy manufacturing	2
Warehousing, distribution or storage --	
Under 10,000 square feet	4
Warehousing, distribution -- Over 10,000 square feet	5
Food processing plants	6
Motion picture, radio and TV industries	2
Lumberyards	2
Mineral processing	2
Parking lots (industrial use properties)	1
Open storage	2
Dairies	2
Theaters	3
Bowling alleys	5
Clubs, lodge halls and fraternal organizations	5
Auditoriums, stadiums and amphitheaters	5
Gymnasiums and health spas	2
Skating rinks	5
Churches	1

**REFUSE UNITS FOR VARIOUS PROPERTY USES
LENNOX GARBAGE DISPOSAL DISTRICT**

Page 4 of 4

Current Property Use Classification	Refuse Units
Church parking lots	0.5
Private schools	3
Hospitals	5
Homes for the aged and others	3
Cemeteries and mausoleums	3
Mortuaries, funeral homes	10
Utility, pumping plants, state assessed properties	1
Petroleum and gas	1

**Response to the County of Los Angeles
Department of Public Works
Request for Proposal to Provide Solid Waste and Recycling
Services**

For

LENNOX GARBAGE DISPOSAL DISTRICT

Submitted on: March 6, 2003

By:



**BFI Waste Systems of North America, Inc.
Gardena Division
14905 S. San Pedro Street
Gardena, CA 90248**

**310/323-0763
or
Toll free, 1-888-PICKBFI**

LENNOX GARBAGE DISPOSAL DISTRICT PROPOSAL

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March 6, 2003

Mr. James A Noyes, Director
County of Los Angeles
Department of Public Works
900 S. Fremont Avenue
Alhambra, California 91803-1331

RE: Request for Proposals – Lennox Garbage Disposal District

Dear Mr. Noyes:

BFI Waste Systems of North America, Inc. is a wholly owned subsidiary of Allied Waste Industries Inc. Allied Waste is the second largest waste company in the United States. BFI's primary business for over 30 years has been collecting, processing, marketing recyclables, and disposing of waste as effectively, economically and environmentally, as possible. All our operations are conducted in a manner that is compatible with the protection of the environment and conservation of natural resources.

Our BFI – Gardena Division staff are pleased to provide Los Angeles County with our proposal to provide service for the Lennox Garbage District. We have a thorough knowledge and understanding of the work to be completed as our Gardena Division is currently a service provider for the Lennox area. We also provide refuse service to Firestone Garbage Disposal District. Our staff has 10-20 years industry experience in collecting and managing recyclable materials and green waste from residences, businesses and commercial/industrial establishments. BFI will not be employing subcontractors for this contract.

BFI does have the ability to obtain a faithful performance security of not less than 50 percent of the annual contract price for which ever Alternative A, B, or C, that the County may select.

As a large corporation BFI has the financial assets and ability to provide all the services and equipment required to perform the scope of work within this Request for Proposals. A copy of the most recent SEC 10K filing has been included with this proposal to demonstrate BFI's financial capabilities and qualifications.

I am the person authorized to make representations for BFI during the proposal and contract execution process. I may be reached at:

Gerald Perissi, General Manager
14905 S. San Pedro
Gardena, CA 90248
310/323-0763

Upon execution of a contract the company representative for the County will be:

Barbara Zwart, Recycling Coordinator

She may be reached at the same address and telephone number listed above. Thank you for your consideration. Please contact me for any discussion, clarification or comments at 310/323-0763 x 3201.

Cordially,

Gerald Perissi
General Manager



CERTIFICATE

The undersigned certifies that she is the duly elected, qualified and acting Secretary of **BFI WASTE SYSTEMS OF NORTH AMERICA, INC.**, a Delaware corporation (the "**Corporation**") and that attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation, and that such resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

Dated: March 3, 2003.



Jo Lynn White
Secretary

SCHEDULE A

RESOLVED, that the Corporation is hereby authorized to submit a bid (the "**Bid**") to the County of Los Angeles, California, Lennox Garbage Disposal District, to provide solid waste collection and disposal services, substantially in the form presented to the Corporation, with such changes as may be approved by the officers or such other persons authorized to execute same and such actions are hereby approved, adopted, ratified and confirmed;

FURTHER RESOLVED, that the Corporation is hereby authorized and directed to execute and deliver the Bid, and such other applications, exhibits, agreements or attachments necessary in connection with the Bid and in connection with the performance of the Corporation's obligations and agreements as set forth therein;

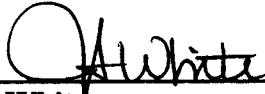
FURTHER RESOLVED, that **Gerald Perissi**, as an authorized agent for the Corporation, or any officer of the Corporation, is hereby authorized and directed to execute and deliver the Bid to the Lennox Garbage Disposal District and to execute any and all other documents on behalf of the Corporation required by the Lennox Garbage Disposal District in connection with the Bid and in connection with the performance of the Corporation's obligations and agreements set forth therein; and

FURTHER RESOLVED, that the Secretary, or any other officer of the Corporation, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.

CERTIFICATE

The undersigned certifies that she is the duly elected, qualified and acting Secretary of **BFI WASTE SYSTEMS OF NORTH AMERICA, INC.**, a Delaware corporation (the "**Corporation**") and that attached hereto as Schedule A is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation, and that such resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

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FURTHER RESOLVED, that Gerald Perissi, as an authorized agent for the Corporation, or any officer of the Corporation, is hereby authorized and directed to execute and deliver the Bid to the Lennox Garbage Disposal District and to execute any and all other documents on behalf of the Corporation required by the Lennox Garbage Disposal District in connection with the Bid and in connection with the performance of the Corporation's obligations and agreements set forth therein; and

FURTHER RESOLVED, that the Secretary, or any other officer of the Corporation, is hereby authorized to certify to the adoption of the foregoing resolutions as may be required.

Section 1

PROPOSER'S QUALIFICATION

Background, experience, organization, staff and key personnel

BFI Waste Systems of North America Inc. will be the entity entering into this contract with the County of Los Angeles.

On July 30, 1999 Allied Waste completed the acquisition of Browning-Ferris Industries, Inc. (BFI). Therefore, BFI Waste Systems of North America, Inc. is a wholly owned subsidiary of Allied Waste Industries, Inc. BFI Waste Systems of North America, Inc. will be the entity entering into contract with the County of Los Angeles. A copy of an Annual Report has been included for County staff to review.

Allied Waste Industries, Inc., a Delaware corporation, is the second largest, non-hazardous solid waste management company in the United States, as measured by revenues. We provide non-hazardous waste collection, transfer, disposal and recycling services to approximately 10 million customers in 39 states through a network of 341 collection companies, 169 transfer stations, 167 active landfills, and 65 recycling facilities.

We have organized our operations into twelve regions: Northwest, Pacific, Mountain, North Central, Southwest, Midwest, Great Lakes, Capitol, Northeast, Midsouth, Southeast and Atlantic and consistent with our vertical integration model, each region is organized into several operating districts and each district is comprised of specific site operations. The districts consist of a collection of stand-alone companies usually operating as a vertically integrated operation within a common marketplace.

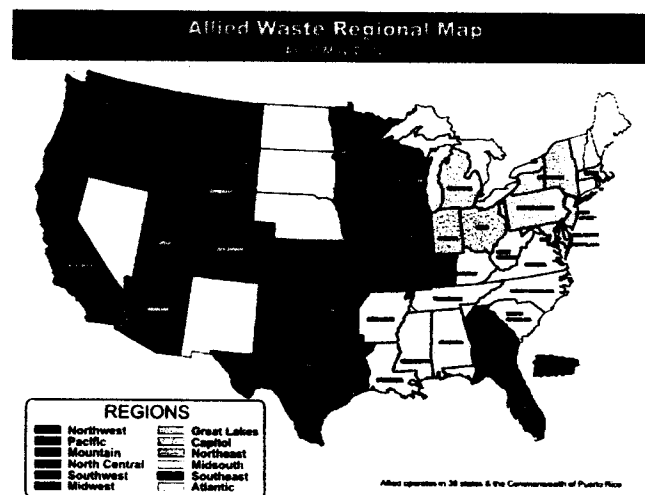


Figure 1 Allied Waste Regions

BFI's expertise in collecting refuse, recyclables and green waste has been perfected over more than three decades of fine-tuning our various collection methods, our trucks, our safety, customer service training, and our support services. By listening to our customers' needs, and by responding through the development of efficient, effective and user-friendly services, Allied Waste remains an industry leader in solid waste and recycling services.



Because Allied Waste Industries, Inc is the second largest solid waste company in the U.S., we have a vast pool of experience available to assist with operational plan development and implementation. Within the Los Angeles area we have an experienced staff and crew that have been providing a variety of services to Los Angeles communities for over 30 years.

Allied Waste Corporate Officers are as follows:

Principal Officers

Title

Executive Officers

Thomas H. Van Weeldon

Chairman and Chief Executive Officer

Thomas W. Ryan

Exec. Vice President and Chief Financial Officer

Peter S. Hathaway

Senior Vice President, Finance

Donald W. Slager

Senior Vice President, Operations

Steven M. Helm

Vice President Legal and Corporate Secretary

Officers

James E. Gray

Vice President Controller, Chief Accounting Officer

Thomas P. Martin

Vice President Treasurer

Michael S. Burnett

Vice President, Investor Relations

Dale L. Parker

Vice President, Tax

John S. Quinn

Vice President, Financial Analysis and Planning

Jenny L. Apker

Assistant Treasurer

Jo Lynn White

Assistant Corporate Secretary and Corporate Counsel

Home Office Address:

15880 N. Greenway-Hayden Loop
Suite 100
Scottsdale, Arizona 85260
480 627-2700



BFI Gardena Division General Manager

Gerald Perissi

Operational services are provided by divisional personnel; organized and directed by the General Manager. Directing the operation of a division requires leadership, exceptional managerial skills, and an intense desire to succeed.

General Managers are the local managers of semi-autonomous operating companies, usually operating out of single locations. Divisions are self-supporting with their own profit and loss statements. General Managers also perform functions associated with human resources, productivity, maintenance, sales, accounting, customer service, and public relations.



Gerald Perissi started with BFI in 1985, managing several of their facilities in the Los Angeles area until 1997. Prior to again joining the BFI team as General Manager of their Gardena Division, Mr. Perissi owned his own solid waste collection company and served as Chief Operating Officer for a west coast based regional collection company from 1999 to 2001.

Key Staff Person

Recycling Coordinator

Barbara Zwart

Recycling coordinators are a resource for BFI and assist with the implementation and reporting associated with AB939 and landfill diversion. Their areas of responsibility include recycling program implementation, marketing recyclable materials, and public education and government affairs.



Barbara Zwart has 18 years experience as a recycling coordinator for other hauling companies in the Los Angeles and Orange County areas, and more than five years experience in mill procurement activities for a multi-national company that makes 100% recycled paper and cardboard. Her experience and understanding of the recycling industry, and AB939 requirements will provide the County of Los Angeles with a strong recycling and public education component tailored to the City's specific needs.

District Recycling Manager, Los Angeles Marketplace

Lynn France

The District Recycling Manager is a resource for all the companies within the BFI Southern California District. The recycling manager assists the divisions with AB939 plan implementation and compliance, along with marketing recyclable materials, public education and government affairs.



Ms. France has 20 years experience in the recycling and solid waste industry, which includes operations, recyclable material marketing, contract administration and government affairs. She has been extensively involved in AB939 program implementations and follow-through.



District Customer Service Manager

Jackie Popick

The Customer Service Call Center serves only one purpose – provide for the needs of the customers in BFI's contract cities and open market areas. To this end, the customer service supervisor's total focus is understanding the parameters of BFI's municipal contracts and providing customers with the full scope of services and information.



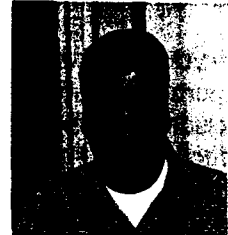
The supervisor's responsibilities include: resolution of customer inquiries from services to billing; staffing and training the call center staff; distribution of contract customer service information; and coordinating services with the operations department for top-of-the-line customer satisfaction.

Jackie Popick has worked in the solid waste industry for the past eight years and is responsible for overseeing the customer service functions in the Los Angeles Market Customer Service Center. She oversees a staff of 14 customer service representatives and works extensively with her staff, BFI's collection drivers and the customers to improve communication and insure the highest quality service.

Division Operations Manager

John Hernandez

Division Operations Managers are responsible for productivity, labor control, disposal minimization, safety and customer service, and minimizing and resolving customer complaints. Other responsibilities include routing, driver development, vehicle assignment and vehicle care monitoring.

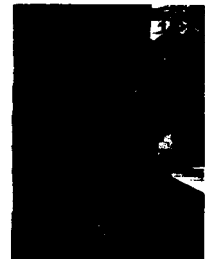


John Hernandez is the BFI-Gardena Division Operations Manager. Mr. Hernandez started with BFI in 1992 as a billing clerk and has worked his way up the system to operations manager. As a result of his hands-on experience in many operational areas, Mr. Hernandez has an excellent understanding of all the components of operations and customer service.

Division Safety Coordinator

Mario Silva

Division Safety Coordinators are responsible for loss-control programs, health, hygiene, claims, monitoring and vendor insurance requirements. They may also be responsible for the implementation of certain human resource programs, qualifications and screening. All Safety Coordinators must complete a professional development program, jointly sponsored by the National Safety Council and BFI.



Mario Silva joined the BFI team in 2001. He has extensive background in safety and operations, coupled with knowledge of OSHA regulations. In this former position, Mr. Silva received six consecutive President's Awards for an accident free plant.

Equipment

BFI will possess a sufficient number of refuse collection, recyclable materials and green waste collection trucks, including spare trucks to maintain the collection schedule at all times for all three services. These trucks will be ready to dispatch and assist or replace any truck, which may break down in the field, within a reasonable time frame. All trucks will be equipped with sufficient radio equipment for office-to-field communication.



BFI has over 120 trucks at the Gardena Division and over 9,000 vehicles in North America. If awarded the Lennox Garbage District, BFI will use a combination of new and used collection trucks within the District. At the time the purchase order is placed, BFI will inform the County of the make and model of the vehicles. BFI will guarantee that whichever vehicles we use to service the residents and businesses, the vehicles will meet both the specifications of this RFP as well as our own strict vehicle condition specifications.

Alternative A – Equipment List

Service Type	Refuse	Green Waste	Recycling	Bulky Item
Quantity	Two	One	One	One
Equipment Type	Front-end	Front-end	Front-end	Flatbed

Alternative B – Equipment List

Service Type	Refuse/ Recycling	Green Waste	Bulky Item
Quantity	Three	One	One
Equipment Type	Front-end	Front-end	Flatbed

Alternative C – Equipment List

Service Type	Refuse/Recycling/ Green Waste	Bulky Item
Quantity	Three	One
Equipment Type	Front-end	Flatbed

Driver Proficiency

All the drivers employed by BFI have the required driver's licenses issued by the California Department of Motor Vehicles to operate the specific class of vehicles used in providing the required services in the District. It is the responsibility of BFI to monitor the drivers' driving performance and record. The list below itemizes BFI's driver management policy.

- Every driver is required to pass a Road Test prior to being hired
- Comprehensive driver observation program performed while on route
- DOT and Safety Sensitive Employee Observations. Our workforce is categorized into two groups.

Critical – New hires, those who have had an accident or injury in the last six months or received a Driver's Alert concern in the last six months. Observed once a month at a minimum.

Stable - One or more years of service with no accident or injuries in the last six months, no Driver's Alert concerns in the last six months. Observed once a quarter at a minimum.

- Participating in the Driver's Alert 24-Hour Vehicle Monitoring Safety Management System. Every truck has the sticker with the Driver's Alert



telephone number. Concerns and compliments are faxed to each hauling division. Hauling divisions have 24 hours to respond to complaint/issues.

- All drivers are enrolled in the California Department of Motor Vehicle Employer Pull Notice Program. Record printouts are automatically generated and mailed to us every 6 months or upon activity and kept on file.
- Bi-annually each driver is trained in the National Safety Council's Defensive Driving Course for the Professional Truck Driver.
- Every driver is required to attend monthly safety meetings to enhance defensive driving skills and be in compliance with OSHA and DOT required training.
- BFI has purchased the rights to the Smith System® defensive driving program. Every driver is required to attend monthly tailgate meetings to reinforce the five defensive driving/space cushion keys of the Smith System®.

Equipment Inspections and Maintenance

It is BFI's responsibility to maintain established inspection and maintenance procedures to ensure that all vehicles are safe to operate at all times in accordance with the requirements promulgated by the Los Angeles County Department of Health Services, the California Highway Patrol, The South Coast Air Quality Management District, the manufacturer, and all other applicable Federal, State, County and local laws and regulations.

BFI will maintain records of inspections and maintenance of all mechanical equipment used in providing the required services in the District, including records of preventive maintenance and repairs performed. Items to be inspected will include, among others, those required in the inspections conducted by the Los Angeles County Department of Health Services and the California Highway patrol and those recommended by the manufacturer. All inspection and maintenance records will be open to inspection by the Director/Designee.

BFI has established a comprehensive preventative maintenance program to ensure the reliability and good working order of all equipment and vehicles. All equipment and vehicles are maintained on a routine basis as part of our Standard Operating Procedures to ensure they meet the strict operational standards we have set for ourselves.



SECTION 2 WORK PLAN OF ACTION/APPROACH

General Description

BFI understands that if selected, it is our responsibility to provide the solid waste and recycling services as specified in Part 1, Section 2, Scope of work in the Request for Proposals. This includes supplying all labor, supervision, material and equipment necessary for unlimited, automated collection, transportation and disposal of refuse, and the separate collection and/or management of recyclable materials and green waste as defined in Title 20 of the Los Angeles County Code, from all residences, multi-family residences, businesses, and commercial/ industrial establishments within the territory of the County known as the Lennox Garbage District.

The boundaries of the District are defined by resolution of the Board establishing this District. BFI understands that the boundaries may be changed or altered during the term of the contract.

BFI will dispose of refuse at permitted facilities pursuant to Title 20 of the Los Angeles County Code, and all other Federal, State and local laws and regulations. BFI will not collect, transport, or dispose hazardous or toxic materials as defined per Federal, State, or local laws or regulations under this Contract.

Unless otherwise approved in writing by the Director/Designee, BFI will not dispose of recyclable materials and green waste in a disposal site and/or transformation facility.

All work will be done in a thorough and professional manner to the satisfaction of the Director/Designee.

BFI will have the exclusive duty, right, and privilege to collect, transport and dispose/manage all refuse, recyclable materials and green waste generated within the Lennox District and BFI agrees to collect, transport and dispose/manage all refuse, recyclable materials and green waste generated within the District.

All refuse, recyclable materials and green waste collected by BFI will become the property of BFI from the time when it is placed at curbside or locations otherwise designated for such collection.

BFI also understands that the exclusive provisions shall not preclude any person, firm, or corporation within the District who requires daily or other service in excess of the minimum service provided, from entering into a separate agreement with either BFI or some other person, firm or corporation not connected with the District, for such service.

There are three alternatives: **Alternative A, Alternative B and Alternative C.**

Alternative A: The automated collection, transportation and disposal of refuse, and the separate collection and management of recyclable materials, and green waste utilizing a 96 gallon automated cart for refuse and 64 gallon carts for recyclable materials and green waste – a 3 can automated system.

Alternative B: The automated collection, transportation and disposal/management of commingled refuse and recyclable materials as defined in Title 20 and the separate collection and management of green waste, utilizing a 96 gallon refuse/recyclables cart and a 64 gallon green waste cart – a 2 can system. BFI will collect and separate recyclable materials from the refuse at the Falcon Processing and Transfer Station – a fully permitted solid waste facility.



Alternative C: The automated collection, transportation and disposal/management of commingled refuse, recyclable materials and green waste as defined in Title 20 of County Code, utilizing 2, 96 gallon carts. BFI will collect, separate and recover recyclable materials and green waste from the refuse at the Falcon Processing and Transfer Station – a fully permitted solid waste and processing facility.

Frequency of Collection

Single-family, Multi-family and Commercial /Industrial: Except for the holiday collection schedule (defined below), all materials governed by this contract will be collected once during each calendar week between the hours of 7 am and 5 pm with not more than six days elapsing between one collection and the next, for all single-family residences, multi-family residences and commercial/industrial establishments. Collection routes will be arranged so that collection will be made on the same day(s) of each succeeding week.

Commercial Food Establishments: BFI will provide for daily automated collection of unlimited amounts from commercial food establishments, between the hours of 7 am to 5 pm except on Sundays and holidays within the perimeters of the selected Alternative Service A, B, or C.

Commercial food establishments will include restaurants, food markets, bakeries, catering establishments, and /or food processors, manufacturers, or distributors located within the District. All collections of refuse, recyclable materials and green waste will be made from outside of the building, designated by the owner or operator of the establishment for the storage of such materials. BFI will utilize suitable leak-proof collection vehicles and equipment.

Hotel and Motels: BFI will provide for twice each week, automated collection of unlimited amounts from hotels and motels, between the hours of 7 am to 5 pm except on Sundays and holidays within the perimeters of the selected Alternative Service A, B, or C.

Holiday Collection

When the collection day falls on January First, Memorial Day, July 4th, Labor Day, Thanksgiving Day, December 25th or when any of the holidays occurs on a Saturday or Sunday, but is legally observed on the previous Friday and/or the following Monday, respectively, BFI will provide for collection the day after the holiday and collect one day later than the regularly scheduled day during the remainder of the week.

BFI will publish the holiday collection schedule for each of the six holidays in a newspaper of general circulation with the District at least one week prior to the holiday with adherence to the Published and Written Notice guidelines.

Automated Collection Services – Minimum Standards

BFI understands that if selected, it will be our responsibility to provide automated collection of refuse, recyclable materials and green waste generated by all residences, multi-family residences, businesses and commercial/industrial establishments within the District.



Containers Alternatives A, B & C: Unless otherwise directed by the director/designee, BFI will:

For those multi-family residences, businesses and commercial/industrial establishments with limited space for storage of a large number of refuse, recyclable, and/or green waste containers and/or limited space for placing these containers at the curb for collection, BFI will customize the automated collection services, on a case-by-case basis, in order to efficiently and effectively serve these residences without any cost to the owner, tenant, manager, or Homeowner Association of said properties. BFI will provide dumpster(s)/roll-off receptacle(s) of one, two or three cubic yard capacity to multi-family residences with three or more dwelling units for providing automated and separate collection of refuse, recyclable materials, and green waste as long as that such a collection mechanism could be designed and arranged between BFI and the property owners, tenants, managers, and/or Homeowner Associations of the multi-family residences. BFI will employ its approach, strategies, and methodology to provide automated refuse collection services to multi-family residences especially to those with limited storage area and limited space for placement of the containers at the curb.

As is appropriate for the Alternative service the County selects BFI will provide sufficient number of 96-gallon containers free of charge to each business and commercial/industrial establishment within the district. The number of containers provided will be equivalent up to the number of refuse units assigned to each business and commercial/industrial establishment.

As is appropriate for the Alternative service the County selects BFI will provide sufficient number of 64-gallon containers (recyclable and green waste) free of charge to each business and commercial/industrial establishment. The number of 64 gallon containers provided will be equivalent up to the number of refuse units assigned to each business and commercial/industrial establishment.

As is appropriate for the Alternative service the County selects BFI will provide those businesses and commercial/industrial establishments with limited space for storage of a large number of refuse, recyclable, and green waste containers, and/or limited space for placing these containers at the curb for collection, BFI will customize the automated collection services, on a case-by case basis, in order to efficiently and effectively serve these businesses and commercial/industrial establishments without any cost to the owner, tenant, manager of said properties. BFI may provide dumpster(s)/roll-off receptacle(s) of appropriate capacity to these businesses and commercial/industrial establishments free of charge for providing automated and separate collection of refuse, recyclable materials, and green waste as long as that such a collection mechanism could be designed and arranged between BFI and the property owners, tenants, and managers of the businesses and commercial/industrial establishments within the district. BFI will employ its approach, strategies, and methodology to provide automated refuse collection services to businesses and commercial/industrial establishments.

Make automated collection of refuse, recyclable materials and green waste generated by all residences, multi-family residences, businesses and commercial/industrial establishments within the district at least once a week, on the same day of each week, and during the hours specified for regular collections.

BFI acknowledges that no alternative collection schedule is permitted unless approved, in writing, by the Director/Designee.

The minimum standards for automated collection of refuse, recyclable materials, and green waste for Alternatives A, B, C (see all three alternatives listed above) for all residences, multi-family residences, businesses and commercial/industrial establishments will include once-a-week collection. Any request for extra container(s) in excess of the minimum standards will be provided for an additional fee for each extra container requested at a rate specified in this proposal. Other than the additional fee to cover the cost for the use of the extra containers, BFI will provide automated collection of refuse, recyclable materials, and green waste for extra containers free of charge to the residents, multi-family residents, businesses, and commercial industrial establishments.



BFI acknowledges that should other collection mechanisms, such as collection of refuse, recyclable materials, and green waste from dumpster(s)/roll-off receptacle(s) as outlined above, be arranged, no additional fee will be charged to multi-family residences, businesses, and commercial/industrial establishments for extra dumpster(s)/roll-off receptacle(s) as long as the total capacity of all the dumpsters/roll-off receptacles for collection of separate refuse, recyclable materials, and green waste, does not exceed the total capacity of the maximum number of 96-gallon refuse, 64-gallon recyclable material, and 64-gallon green waste containers which are required to be provided to each multi-family residences, business and commercial/industrial establishment as outlined above.

Should dumpster(s) or roll-off receptacle(s) of appropriate capacity be arranged for automated collection of refuse, recyclable materials, and green waste from multi-family residences, business and commercial/industrial establishments, the dumpster or roll-off receptacles will meet the following minimum requirements:

- A dual-hinged lid to prevent intrusion of rainwater, rodents, birds, and flies, to prevent the contents from being carried or deposited by the elements onto any street, sidewalk or other public property or onto any other private property, and to prevent the emission of odors.
- Reinforced wheel assembly on the base for easy transportation and
- A design to withstand extreme temperatures and long-term exposure to the sun, as well as other needed features to facilitate the collection of refuse, recyclable materials, and green waste.

Unless otherwise directed by the Director/Designee, delivery of all containers and/or dumpsters/roll-off receptacles to residences, multi-family residences, businesses and commercial/industrial establishments for Alternative A, Alternative B, or Alternative C as specified above will occur no later than one week prior to commencement of this contract.

BFI will provide a secure location for inventory and storage of the containers and/or dumpsters/roll-off receptacles. All the containers and/or dumpsters/roll-off receptacles for automated collection services will be distributed to all residences and multi-family residences, businesses, and commercial/industrial establishments at BFI's own cost.

BFI will prepare and deliver a special notice/flyer along with the containers and dumpster/roll-off receptacles to all residents, multi-family residents, businesses and commercial/industrial establishments describing the district's automated services, purpose and designated use of each container and dumpster/roll-off receptacle, location where the containers are to be placed for collection, care of the containers, collection schedule, guidelines and rules for receiving automated collection services, tag for non-collection, procedures for requesting additional containers and the cost, and toll-free telephone numbers for BFI and Public Works for requests and inquiries from the residents, multi-family residents, businesses and commercial/industrial establishments. In the same notice/flyer, BFI will advise all residents and multi-family residents, businesses and commercial/industrial establishments within the district to refrain from parking vehicles along the curb of the streets on the schedule collection day where access to the container(s) may be blocked. Further, BFI will also advise all residents, multi-family residents, businesses and commercial/industrial establishments, if applicable, to trim or remove tree branches over the collection area that may hinder BFI's operation for providing automated collection services.

BFI acknowledges that: The design and dimensions of all the containers for automated collection of refuse, recyclable materials, and green waste, will be subject to the Director's/Designee's review and approval. Each container will be equipped with a tightly-fitted cover to prevent intrusion of rainwater,



rodents, birds, flies, and the emission of odors, wheels on the base and handles on the back for easy transportation, as well as other features needed to facilitate automated collection. The cover must be of each design and weight that would prevent an empty container from tilting backward when lifting the cover open. The cover will be hinged to the containers body, in such a manner so as to enable the cover to be fully opened, free of tension, to a position whereby it may rest against the backside of the container body. The hinge assembly will not be capable of being readily removed by the public by hand, or with ordinary tools. The containers will be constructed of recyclable content at a minimum of 25 percent post-consumer materials.

Unless approved otherwise by the Director/Designee, for Alternative A, the three containers for automated and separate collection of refuse, recyclable materials, and green waste, respectively, will be in different and distinctive colors; black for refuse, blue for recyclable materials, and green for green waste. Unless approved otherwise by the Director/Designee, for Alternative B, the container for automated collection of commingled refuse and recyclable materials, and the container for automated and separate collection of green waste shall be in different and distinctive colors; black for refuse and recyclable materials, and green for green waste. Unless approved otherwise by the Director/Designee, for Alternative C, the two containers for automated collection of commingled refuse, recyclable materials, and green waste shall be black in color.

The name of BFI will be clearly identified on each container.

Each container will be identified with a unique serial number on the front side of the containers. The designated use of each container will be identified on the front side. A white label of the size no less than 2 inches by 4 inches will be affixed to the front side of each container for the residents, multi-family residents, businesses, and commercial/industrial establishments to identify their names and addresses on the containers

Upon the request, BFI will provide the Director/Designee with a listing of the number of refuse, recyclable materials, and green waste containers delivered to each residence and multi-family residence, and the serial number on each container with reference to the address of the residence and multi-family residence.

BFI will affix a label on the bottom side of the cover of each residences, businesses and commercial/industrial establishments of the rules for the proper deposit of refuse, recyclable materials and green waste in the respective containers, as well as information pertaining to request for replacement and/or additional container(s). The label will be no smaller than 12 inches by 18 inches in size and will be written in both English and Spanish. The names and telephone numbers of BFI and the district will also be provided on the label.

All the containers and dumpsters/roll-off receptacles for automated collection of refuse, recyclable materials, and green waste, will remain the property of BFI. At the termination of this contract, BFI will collect the previous provided containers for automated collection services from all residences, multi-family residences, businesses and commercial/industrial establishments within the district. Additionally, in the event of a reduction in the district's territories, BFI will collect the previously provided containers and dumpsters/roll-off receptacles for automated collection services from those residences and businesses that are no longer located within the territories of the district.

The County and/or the district will not be liable, financially or otherwise, for collecting containers and dumpsters/roll-off receptacles for automated collection services from residences, multi-family residences, businesses and commercial/industrial establishments within the district.



As appropriate for the Alternative the County selects (A, B or C) all residences, multi-family residences, businesses and commercial/industrial establishments within the district may request extra container(s) above the minimum standards, from BFI for an additional fee, to be collected by BFI.

The fee for each extra container will be in accordance with BFI's price stated in their proposal and only include the cost for the use of the container during the term of this contract and will not cover cost for the collection and disposal of refuse or collection and management of recyclable materials and green waste from the extra container.

BFI acknowledges that at the discretion of the Director/Designee, the proposed fee schedule will be a part of the evaluation process to determine the responsiveness of the Proposal.

BFI will notify all residents, multi-family residents, businesses, and commercial/industrial establishments that the payment for the extra container(s) are the responsibilities of the residents, multi-family residents, businesses, and commercial/industrial establishments. BFI will be responsible for the delivery of extra containers in a timely manner upon receipt of a request to do so. BFI will collect the fee for extra containers directly from the residences, multi-family residences, businesses, and commercial/industrial establishments. Under no circumstance will the County and the District be financially liable for delinquent payments due to BFI for extra container(s) in excess of the minimum standards specified herein. BFI will collect refuse, recyclable materials, and/or green waste from the extra container(s) free of charge to the residences, multi-family residences, businesses, and commercial industrial establishments.

Subject to the Director's/Designee's review and approval, the rate for the usage fee of each extra container will be competitive with the current market rates, and will not exceed 70 percent of the retail cost of the containers. BFI will demonstrate to the satisfaction of the Director/Designee, with supporting data and documents, the basis upon which the usage fee for each extra refuse, recyclable materials, or green waste container is determined. The rate for the extra container will be fixed for the duration of this contract.

BFI will maintain records of all the extra containers provided to residences, multi-family residences, businesses, and commercial industrial establishments within the district. BFI will also maintain a record of the serial number of all the extra containers requested by the residences, multi-family residences, businesses, and commercial industrial establishments as well as their addresses. These records will be made available to the Director/Designee upon request during the term of this contract.

BFI will repair all damaged but repairable containers upon oral or written notice from the residents, multi-family residents, businesses, and commercial industrial establishments, and/or the Director/Designee. All damaged containers will be repaired to the satisfaction of the residents, multi-family residents, businesses, and commercial industrial establishments, and will be returned to the residences, multi-family residences, businesses, and commercial industrial establishments prior to the next scheduled collection day. In the event that the damaged container can not be repaired prior to the next scheduled collection, BFI will provide the residents, multi-family residents, businesses, and commercial industrial establishments who has a damaged but repairable container with a temporary container without charge until such time the repaired container has been returned to the resident, multi-family resident, business, and commercial industrial establishment.

Replacement of any damaged container that cannot be satisfactorily repaired will be provided to all residents, multi-family residents, businesses, and commercial industrial establishments within the district without charge upon written or oral notice from the residents, multi-family residents, businesses, and commercial industrial establishments or the Director/Designee. All replacement containers will be provided prior to the next scheduled collection after receipt of notice from residents, multi-family residents, businesses, and commercial industrial establishments and/or the Director/Designee.



BFI will maintain and store a sufficient number of containers for replacement of damaged containers to ensure continuous service without interruption. Upon receipt of a replacement container, the resident, multi-family resident, business, and commercial industrial establishment will return the damaged container to BFI.

BFI will replace lost containers without charge to the residents, multi-family residents, businesses, and commercial/industrial establishments upon request to do so from the owners, tenants, or occupants of said properties. BFI will provide the replacement container(s) within 24 hours of receipt of the request. It is BFI's responsibility to monitor unreasonable and/or questionable requests from residents, multi-family residents, businesses, and commercial industrial establishments for replacement of stolen containers.

BFI will maintain a record of those residences, multi-family residences, businesses, and commercial industrial establishments, which have requested a new container to replace a lost container. BFI will report in writing all unreasonable and questionable requests for replacement of lost containers together with evidence as well as other supporting documents to the Director/Designee. The Director/Designee will investigate all such incidents and will respond in writing to BFI.

Public Education: BFI will develop and implement a public education campaign to announce and promote the district's automated collection services provided to all residences, multi-family residences, businesses, and commercial industrial establishments within the district. The Public Education Campaign will include but not be limited to the following elements:

- At a time to be designated by the Director/Designee within five business days after award of this contract, BFI will, in coordination with the Director/Designee, develop promotional and educational materials regarding the District's automated collection services for newspaper publication and door-to-door distribution to all residences, multi-family residences, businesses, and commercial industrial establishments within the district. No later than one month prior to commencement of this contract, BFI will at its own expense inform all residences, multi-family residences, businesses, and commercial industrial establishments of the district's automated collection services by publishing information once a week for four consecutive weeks in one or more newspapers of general circulation within the district, and once by written notice forwarded to all residences, multi-family residences, businesses, and commercial industrial establishments by door-to-door delivery service. Thereafter, on a semi-annual basis, BFI will distribute promotional and educational materials regarding the district's automated collection services to all residences, multi-family residences, businesses, and commercial industrial establishments within the district, by a door-to-door delivery service.
- Prior to commencement of this contract, BFI will conduct at its own expense at least six community meetings to inform all residents, multi-family residents, businesses, and commercial/industrial establishments within the district of the district's automated collection services. The meeting locations as well as its setup and arrangements will be subject to the Director/Designee's prior approval. In these meetings, BFI will present and discuss every element of the district's automated collection services, and provide answers to all the questions regarding the district's automated collection services that the residents, multi-family residents, businesses, and commercial/industrial establishments may have. At least three of the meetings must be held on Saturday.
- At least two weeks prior to the scheduled community meetings, BFI will at its own expense notify all residents, multi-family residents, businesses, and commercial industrial establishments within the district of the time and place of each meeting by publishing



information in one or more newspapers of general circulation within the district once a week for two consecutive weeks, and once by written notice forwarded to all residences, multi-family residences, businesses, and commercial industrial establishments in the district by a door-to-door delivery service.

Containers to be Placed at Curb or Alley

Unless otherwise directed by the Director/Designee, automated collections of refuse, recyclable materials, and green waste will be made from the edge of private road right of way; with the approval of the Director/Designee, from the area enclosure on private property designated by the owner or occupant; from the curb along the street in front of the dwelling, vacant lot, place of business or human habitation and where paved or unpaved alleys serve such properties.

Collection will also be made from said paved or unpaved alleys, except that the requirement will not apply to a blind alley. BFI will provide the necessary suitable equipment to serve alleys within the district.

If for any reason the area or enclosure or approaches thereto are deemed unsafe by BFI, no collection need be made there provided the Director/Designee is first advised and concurs therein.

Refuse, recyclable materials, and green waste will be collected from homes, courts, business establishments, etc., situated on roads other than dedicated or improved highways. BFI; however, is not required to make collections from such places when the roads are impassable after rainy periods, or in areas isolated by the inability to ford creeks or washes.

Method of Storage and Placement of Container for Collection

All refuse will be deposited for collection by all residences, multi-family residences, businesses, and commercial industrial establishments in the special containers provided by BFI.

All refuse will be thoroughly drained and wrapped prior to placement in such containers.

Christmas trees deposited for collection by residences, multi-family residences, businesses, and commercial industrial establishments will be collected without regard to the foregoing length and weight requirements.

Combustible and noncombustible refuse resulting from repairing or demolishing buildings or resulting from new construction, dirt, rocks, and brick will not exceed 60 pounds each week from each residence, multi-family residence, business, and commercial industrial establishment.

In a market, store, apartment, or business where there are various concessions and different owners or lessees, each owner or lessee of a concession will be subject to the same privileges, provisions, and restrictions as if they were in a separate building.

The intent of the resident or tenant will be expressed by his/her act in placing any refuse, recyclable materials, and green waste at the place of collection the night before the scheduled day of collection. BFI acknowledges that we may consider such placement as prima facie evidence of the intention of the resident or tenant to have such refuse, recyclables, and green waste removed under this contract.

Unless specified otherwise, all containers for automated collection will be placed on the portion of the public right of way immediately adjacent to the curb or parkway, or on the public right of way adjacent to the private property line in the alley, or on the parkway. BFI will instruct the property owners or tenants of all residences, multi-family residences, businesses, and commercial industrial establishments that there



should not be anything placed on top of the container or sticking out of the container. The weight of the container including its contents shall not be more than 165 pounds for a 64-gallon container, and 250 pounds of a 96 gallon container.

Except bulky items collected upon request from residents, multi-family residents, businesses and commercial/industrial establishments and/or the Director/Designee, Christmas trees and all the refuse, recyclable materials, and bulky items collected during the Annual Cleanup campaign, all refuse recyclable materials, and green waste, which are not deposited in the respective container provided by BFI will not be collected by BFI.

In the District, there may be some senior citizens and disabled residents who do not have the physical strength to transport the heavy containers for their premises to the designated collection place as described above. At the request of these senior citizens and/or disabled residents, or as directed by the Director/Designee, BFI will make appropriate arrangements with these residents to provide them with containers of appropriate size to accommodate the transportation, with less physical strength, of the container and its contents to the designated area for automated collection.

Due to parked vehicles and/or low tree branches which may hinder BFI's operation of the automated collection vehicles, in order to provide automated collection service, BFI may be required to manually move/transport a container or containers from the location where the container(s) was (were) placed by the resident to an open area nearby where there is sufficient room to allow the operation of the automated collection vehicle by BFI to provide automated collection service, BFI is required to replace the container at its original location after collection.

Should dumpster(s)/roll-off receptacle be provided as an alternative mechanism for providing automated collection services to residences, multi-family residences, businesses, and commercial industrial establishments, BFI understands that we may make collection from the location where the dumpster/roll-off receptacles(s) is (are) placed within said property.

Special Collection Services

Furniture, appliances, household bedding, mattresses, box springs, stoves, refrigerators, and other bulky household items will be collected in unlimited amounts by BFI, upon request from the property owner and tenants of all residences, multi-family residences, businesses, and commercial industrial establishments, or the Director/Designee, on the next regular collection day following such request.

Property owners and tenants of all residences, multi-family residences, businesses, and commercial industrial establishments will place these items out at the curb or alley for collection.

BFI will provide a sufficient number of non-compacting trucks and employees for collection of major appliances/white goods and other metallic discards as defined in Part II, Section 1, General Definitions and Terms. Major appliances and metallic discards collected will not be mixed with regular refuse or other recyclables. Except as provided by Section 42170 (b), as amended, of the California Public Resources Code (PRC), any major appliance or metallic discard which contains enough metal to be economically feasible to process for reuse or recycling as determined by the permitted facility operator, will not be disposed of in or on land. All "materials which require special handlings" as defined in Part II, Section 1, General Definitions and Terms, will be removed from major appliances and other metallic discards in which they are contained in accordance with requirements of Section 42175 of the PRC as amended, and other Federal and State laws and regulations.



Published and Written Notices

Unless otherwise specified in the contract, by July 1, 2003, BFI will at its own expense inform all residences, businesses, and commercial/industrial establishments within the district of BFI's regular and special collection services and holiday collection schedule by publishing information once a week for four consecutive weeks in one or more newspapers of general circulation within the district and once by written notice with postage prepaid and forwarded by a door-to-door delivery service. Thereafter, each year for the length of this contract BFI will, during the month of July, inform residences, businesses, and commercial/industrial establishments of the district's regular and special collection services and holiday collection schedule by publishing information one time in one or more newspapers of general circulation within the district and by written notice with postage prepaid and forwarded by a door-to-door delivery service.

BFI acknowledges that all publications and notifications will be approved by the Director/Designee one month (or a shorter period if specified by the Director/Designee) prior to printing and will be printed in both English and Spanish.

The publication and notification will contain, as a minimum, the name of the district, BFI's name and telephone number, a map delineating the boundaries of the district and collection areas, day of collection for each area, and the telephone number of Public Works.

Mailed or delivered notices will be prepared on postal card or recyclable paper no smaller than 8 1/2 x 11 inches. Newspaper announcements will be at least one-half (1/2) page.

BFI will show satisfactory proof to the Director/Designee that all publications and notifications were published/delivered as required. Satisfactory proof will include, but not be limited to official proofs of publication from newspapers, copy of the newspaper publication with the name of the newspaper and date of publication clearly shown, and/or proof of delivery issues by the Post Office and/or a bonded direct mailing firm and an original notification.

BFI acknowledges that proof of publication/notification must be received by Public Works within 30 calendar days of the date of publication/distribution. Failure to submit the aforementioned documentation will be construed as BFI's failure to complete the publication/notification as required above. Such failure will be subject to penalties.

Care of Containers

All containers, and/or dumpsters/roll-off receptacles, will be returned to where found by BFI after collection. Containers, and/or dumpsters/roll-off receptacles will not be deposited on the streets, highways, or on adjoining property.

BFI, its agents, and/or employees, will not throw or drop refuse, recyclable, and/or green waste containers from the truck to the pavement, or in any other way break or damage or roughly handle the same.

All damaged or broken containers will be repaired or replaced by BFI

Method of Collection and Vehicles

BFI will provide a sufficient number of automated collection vehicles (chassis and bodies) of appropriated size, types, and capacities for the separate collection of refuse, and recyclable materials and green waste, and/or collection of commingled refuse, recyclable materials, and green waste from all residences, businesses, and commercial/industrial establishments within the district. Each vehicle for automated



collection of refuse, recyclable materials, and green waste will be equipped with all the mechanical and hydraulic systems as well as other features required to facilitate automated collection.

Unless directed otherwise by the Director/Designee, refuse will be combined during collection and transported in one vehicle. BFI will provide and have available at all times vehicles that are leak-proof for use in the collection and transportation of refuse, recyclable materials or green waste. Each vehicle will be equipped with metal bodies and covers and be a mechanical packer type. BFI will dispose of such combined refuse at a place legally empowered to accept it for disposal and at no other place.

BFI will comply with all related County Ordinances, State Vehicle Codes, and all conditions and limitations in any permits or licenses under which BFI operates.

All BFI vehicles used to collect, transport and dispose of refuse, recyclable material, and/or green waste in the District are so constructed such that liquids, refuse, recyclable materials, or green waste will not blow, fall, sift, or leak out of the truck into the street.

Each BFI's vehicle used to collect, transport, and dispose of refuse, recyclable materials and/or green waste in the district will be equipped with an adequate shovel and broom. BFI and/or its employees will pick up any refuse, recyclable materials, and green waste deposited upon the streets, roads, highways, and sidewalks, public or private property by reason of the activities of BFI.

All BFI's vehicles used to collect, transport, and dispose/manage refuse, recyclable materials and/or green waste in the Districts shall, at all times, be kept clean, in good mechanical condition, and well painted, all to the satisfaction of the Director/Designee. All such vehicles will be painted the same color or colors.

The words in the following order: "County of Los Angeles", "Lennox Garbage Disposal District", and "BFI's name and telephone number will be printed or painted in legible letters, not less than four inches in height, on both sides of all trucks and conveyances used in the district in performance of this contract.

BFI will possess a sufficient number of collection vehicles for automated collection of refuse, recyclable materials and green waste in the district, including spare vehicles to maintain the collection schedule at all times. BFI will maintain in readiness a sufficient number of spare vehicles for refuse, recyclable materials and green waste, respectively. These spare vehicles will be fully fueled and ready to dispatch and replace any vehicle that breaks down on route within reasonable time of such breakdown. All collection vehicles will be equipped with adequate radio/communication equipment for office-to-field communication.

Only those collection vehicles approved by the County's Department of Health Services and the Director/Designee for collecting refuse, recyclable materials and green waste will be used in the district.

It is BFI's responsibility to maintain established inspection and maintenance procedures to ensure that all collection vehicles are safe to operate within the District at all times in accordance with the requirements promulgated by the Los Angeles County of Department of Health Services, the California Highway Patrol, the South Coast Air Quality Management District, the manufacturer, and all other applicable Federal, State, County, and local laws and regulations.

BFI will comply with all the provisions of Rule 1193, Clean On-Road Residential and Commercial Collection Vehicles, issued by the South Coast Air Management District for all new or replacement of collection vehicles purchased after July 1, 2001, for work performed under this contract.

BFI will use automated collection vehicles of appropriate size and capacity to provide automated collection services in areas of the District with narrow streets and alleys, and/or one-way streets.



BFI will maintain records of inspections and maintenance of all mechanical equipment used in providing the required services in the District, including records of preventive maintenance and repairs performed. Items to be inspected will include, among others, those required in the inspections conducted by the Los Angeles County Department of Health Services, the California Highway Patrol, and those recommended by the manufacturer. All inspection and maintenance records will be open to inspection by the Director/Designee.

All drivers employed by BFI, will have the required drivers licenses issued by the California Department of Motor Vehicles to operate the specific class of vehicles used in providing the required services in the district. It is the responsibility of BFI to monitor the drivers' driving performance and records.

Should the Director/Designee at any time give notification to BFI that any designated collection vehicle or other conveyance is not in compliance with the Director's and/or the Los Angeles County Department of Health Services' (Health Officer), and/or the South Coast Air Quality Management District's standards, such vehicle or other conveyance will be forthwith removed from service by BFI and not again so employed hereunder until inspected and approved by the Director/Designee and/or the Health Officer. BFI will be held responsible for maintaining the collection schedule in such action.

All BFI's vehicles and equipment used in the collection of refuse, recyclable materials or green waste will be kept in a clean, sanitary place at all times when not in use.

BFI will comply with all laws and regulations relating to the parking or storage of such vehicles and equipment.

Uniforms

All employees of BFI will be dressed with uniformity and in clean uniforms furnished by BFI to the satisfaction of the Director/Designee. The uniform will bear BFI's name and logo, if applicable. BFI will maintain an array of uniforms in various sizes for use by new employees.

BFI's employees will not remove portions of their uniform while working under this contract. No employee will start work unless the employee is dressed in a clean uniform. BFI will furnish each employee a set of rain gear that will be carried in the vehicle for use in case of inclement weather.

Entering Private Property

Unless otherwise specified in this contract, BFI will not be under any obligation to enter private courts or places, or other private property, to make collections under this contract, except by order of the Director/Designee.

BFI will make collection from eating places, markets, motels, stores, and other businesses where the refuse, recyclable materials and/or green waste are kept in a service yard or parking lot. The refuse will be collected from such service yard or parking lot when deposited there for collection, provided there is reasonable access for BFI's collection trucks.

Lead Person

BFI will assign a lead person whose responsibility will be to represent BFI's operation in the field, and who will serve as liaison between BFI's crews in the field and the County. The lead person will spend as much time supervising the collection route as is needed to accomplish the provisions of these specifications.



The lead person will be provided with a separate vehicle, other than a vehicle used for automated collection of refuse, recyclable materials and green waste. Within ten days of the award of this contract, BFI will inform the director/designee of the name, title, and telephone number of the assigned lead person.

Routes and Changes

BFI will prepare and file with the Director/Designee within 30 days for the award of this contract, a collection schedule together with a complete map in quadruplicate of the district. BFI will indicate thereon in an appropriate and easily understandable manner and to the satisfaction of the Director/Designee the days on which collections of refuse, recyclable materials and green waste will be made throughout the district.

Said schedule will meet with the approval of the Director/Designee. BFI may have to coordinate with the Director/Designee for preparation of the collection schedule to ensure that the collection schedule is not in conflict with the street-sweeping schedule in the District. The schedule, when approved by the Director/Designee, will be maintained unless a change is first approved by the Director/Designee, and notice thereof is given as hereinafter provided.

Thereafter, before any change in the collection schedule is made by BFI, BFI will provide a 60-day prior written notice of the proposed change to the Director/Designee along with the proposed revised collection schedule, together with a new map in quadruplicate.

No such change may take effect until approval is given by the Director/Designee and until 15 days after publication in a newspaper of general circulation within the district once a week for four consecutive weeks, and delivery of a notice by U.S. Postal Service and/or delivery service at BFI's own expense advising all residences, multi-family residences, businesses, and commercial/industrial establishments within the district of the change. Such notice will be similar to and include all items outlined in Part I, Section 2.D.10, Published and Written Notices.

Similar notices will be given, in the same manner, to residences, multi-family residences, businesses, and commercial/industrial establishments affected by an annexation to the district.

BFI acknowledges that all publications and notices relative to or affecting the collection of refuse, recyclable materials, and green waste will first receive the approval of the Director/Designee before being published/delivered, and the same will, in all instances, bear the name, address, and telephone number of BFI, and the telephone number of Public Works.

BFI will show satisfactory proof to the Director/Designee that all the publications and notices are published/delivered as required.

Satisfactory proof will include, but not be limited to, official proof of publication from newspaper, copy of newspaper publication with the name of the newspaper and date of publication clearly shown, and/or proof of delivery issued by a door-to-door delivery service.

Record of Non-Collections

When any refuse, recyclable materials, or green waste is not collected by BFI, BFI will leave a tag of distinctive color and at least three inch by six inch in size indicating the reasons for refusal to collect the refuse, recyclable materials, or green waste, and giving reference to the County Ordinance, if applicable, the section of this Specifications, or this contract which has been violated, and which give grounds for such refusal. This information will be either in writing or by means of a check box system. The tag will carry BFI's business name, telephone number; and will be securely fastened to each container refused.



Format and contents of the tag, in both English and Spanish, will meet with the approval of the Director/Designee.

Upon notification from the resident, multi-family resident, business, and commercial/industrial establishments and/or the Director/Designee that the reason for non-collection of refuse and/or recyclable materials and/or green waste has been corrected, BFI will collect all the tagged refuse, and/or recyclable materials and/or green waste, without charge within 24 hours or receipt of the notice.

BFI will keep a record of all addresses where the tags for non-collection have been left. If the reason for non-collection is not corrected within seven days from the date of leaving such a tag, BFI will advise the Director/Designee, giving date of the tag, street address, and reasons for non-collection. At the discretion of the Director/Designee, BFI may be required to submit a listing of all addresses where the tags for non-collection have been left during a specified time period.

Recycling Component

Alternative A: BFI will make separated automated collection of recyclable materials and green waste from all residences, multi-family residences, businesses, and commercial/industrial establishments commencing on July 1, 2003, and will continue until the expiration date of this contract.

For the purposes of this contract and unless directed otherwise by the Director/Designee, BFI will make automated collection of separate refuse, recyclable materials, and green waste in unlimited amount from all residences, multi-family residences, businesses, and commercial/industrial establishments within the district which deposit the separate refuse, recyclable materials and green waste for collection in containers provided by BFI as specified in Part I, Section 2.D.6, Automated Collection Services – Minimum Standards.

Separate green waste and recyclable materials, when collected, will not be mixed with regular refuse.

Alternative B: BFI will make automated collection of commingled refuse and recyclable materials from all residences, multi-family residences, businesses, and commercial/industrial establishments commencing on July 1, 2003, and will continue until the expiration date of this contract. In addition, BFI will make separate automated collection of green waste from all residences, multi-family residences, businesses, and commercial/industrial establishments commencing July 1, 2003, and will continue until the expiration date of this contract.

Green waste, when collected will not be mixed with commingled refuse and recyclable materials.

After collection of commingled refuse and recyclable materials from residences, multi-family residences, businesses, commercial/industrial establishments, BFI will recover and separate recyclable materials at a Materials Recovery Facility which has a valid Solid Waste Facility Permit issued by the local enforcement agency and concurred by the California Integrated Waste Management Board. The permitted Materials Recovery Facility will be accessible during regular operation hours to the Director/Designee prior to award of this contract, and at any time during the term of this contract for inspection.

Alternative C: BFI will make automated collection of commingled refuse, recyclable materials and green waste from all residences, multi-family residences, businesses, and commercial/industrial establishments commencing on July 1, 2003, and will continue until the expiration date of this contract.

After collection of commingled refuse, recyclable materials and green waste from residences, multi-family residences, businesses, commercial/industrial establishments, BFI will recover and separate recyclable materials and green waste from the said commingled refuse, recyclable materials and green waste at a Materials Recovery Facility which has a valid Solid Waste Facility Permit issued by the local enforcement



agency and concurred by the California Integrated Waste Management Board. The permitted Materials Recovery Facility will be accessible during regular operation hours to the Director/Designee prior to award of this contract, and at any time during the term of this contract for inspection.

Unless specified otherwise by the Director/Designee, recyclable materials will include aluminum and tin cans, newspaper, glass bottles and jars, plastics 1 and 2, cardboard, mixed paper, magazine, telephone books, Christmas trees, and green waste.

BFI will strive to achieve a 50 percent recovery/recycling rate for recyclable materials, and green waste. In the event that market conditions or other factors beyond the control of BFI prevent BFI from achieving this goal, BFI will substantiate said conditions and/or factors in writing to the satisfaction of the Director/Designee. In all cases, BFI must achieve a recovery/recycling rate for recyclable materials and green waste to the maximum extent possible.

BFI will recover recyclable materials and green waste to achieve the State waste diversion mandate. For the purposes of this contract and unless directed otherwise by the Director/Designee, BFI will collect refuse, recyclable materials, and green waste in unlimited amounts from all residences, multi-family residences, businesses, and commercial/industrial establishments within the district which deposit the refuse, recyclable materials and green waste for collection in containers provided by BFI as specified by which Alternative the County selects and in accordance with Part I, Section 2.D.6, Automated Collection Services – Minimum Standards of the RFP.

Food Recycling Program: Subject to the Director/Designee's approval, commencing July 1, 2004 until June 30, 2008, the expiration date of this contract, BFI will notify all commercial food establishments within the district of the County's Food Recycling Program. This notification will be hand delivered to each establishment and will provide the customer with information on how the program works, what is done with the material after being collected, and the importance of diverting as much material from the waste stream as possible.

BFI will provide a sufficient number of food waste container(s) to each commercial food establishment within the district. The size and quantity(s) of these containers will be determined by the individual needs of the establishment.

Christmas Tree Recycling: BFI will collect Christmas trees from all residences, multi-family residences, businesses, and commercial/industrial establishments during a specified period in December and January. Christmas trees, when collected, will not be mixed with regular commingled refuse, recyclable materials, and green waste.

Extra Recycling: Occasionally there are some district residents who may place large quantities of green waste for collection. Under this circumstance, BFI will make special arrangements with said residents, on a case-by-case basis, for the collection of green waste that is not placed in the green waste container(s) provided by BFI.

Management of Recyclable Materials, Green Waste, and Food Waste

BFI will:

Sell, give, or otherwise transfer recyclable materials, except green waste and Christmas trees, collected from residences, multi-family residences, businesses, and commercial/industrial establishments to a recycling center, station, or facility.

Sell, give, or otherwise transfer green waste and Christmas trees collected from residences, multi-family residences, businesses, and commercial/industrial establishments to a composting center, station or



facility or, unless directed otherwise by the Director/Designee, to landfills permitted to accept green waste for use as alternative daily cover.

In no event dispose of recyclable materials, Christmas trees, or green waste in a landfill, and/or transformation facility unless otherwise approved by the Director/Designee in writing.

Sell, give, or otherwise transfer food waste collected from commercial food establishments to a composting center, station, or facility.

Reports

BFI will prepare monthly reports providing the following:

- The total number of residences, multi-family residences, businesses, and commercial/industrial establishments served by regular refuse collection.
- The total number of residences, multi-family residences, businesses, and commercial/industrial establishments participating in the recycling program.
- The total number of residences, multi-family residences, businesses, and commercial/industrial establishments participating in the green waste program.
- For Alternative A, the quantity of refuse collected from residences, multi-family residences, businesses, and commercial/industrial establishments, and final disposal destination. In addition, the quantity of recyclable materials and green waste collected from residences, multi-family residences, businesses, and commercial/industrial establishments.
- For Alternative B, the quantity of recoverable recyclable materials from commingled refuse and recyclable materials by weight, volume, and final destination of recovered materials (if requested by the Director/Designee). The quantity of refuse and separated green waste collected from residences, multi-family residences, businesses, and commercial/industrial establishments, and final destination.
- For Alternative C, the quantity of recoverable recyclable materials and green waste from commingled refuse and recyclable materials and green waste from the commingled refuse, recyclable materials, and green waste by weight, volume, and final destination of recovered materials (if requested by the Director/Designee). The quantity of refuse collected from residences, multi-family residences, businesses, and commercial/industrial establishments, and final destination.
- Number and tonnage of Christmas trees collected, if applicable.
- The quantity of major appliances/white goods, metallic discards, and used tires by weight and final destination.
- The quantity of food waste collected by weight and final destination.
- Any other pertinent information as identified or requested by the Director/Designee.

This information will be given in the format provided by the Director/Designee.

BFI acknowledges that all such reports are to be submitted monthly. The first monthly report will be due 15 days after the first month, commencing from the first day of operation.



Thereafter, the reports will be submitted within 15 days of the end of the previous month. All reports will be forward to the Los Angeles County Department of Public Works, Environmental Programs Division, P.O. Box 1460, Alhambra, California 91802-1460, unless otherwise notified by the Director/Designee.

When BFI submits monthly reports to the Director/Designee such reports will be deemed timely received only if delivered or postmarked on or before the due date. If reports are not timely received, BFI will be subject to liquidated damages, as specified in the contract.

BFI acknowledges that the Director/Designee will have the authority to reduce or expand the requirements for data information to be reported by BFI as outlined per above.

Recycling and Green Waste Education Program

If Alternative B is selected by the County, on July 1, 2003, BFI will provide a recycling and green waste education program, the quantity of recoverable recyclable materials from commingled refuse and recyclable materials by weight, volume, and final destination of recovered materials (if requested by the Director/Designee). The quantity of refuse and separated green waste collected from residences, multi-family residences, businesses, and commercial/industrial establishments within the district to promote, on an ongoing basis, participation in the district's recyclable materials, green waste, and Christmas tree collection services (recycling services), special collection services, and Annual Cleanup Program, as well as other related activities for waste diversion. The program is to promote recognition in the community for the need, benefits, and availability of recycling services.

The program will include, but not be limited to the following elements:

- Semi-annually, BFI will inform each district residence, multi-family residence, business, and commercial/industrial establishment of the purpose and necessity of recycling, the date of commencement of each recycling service, and the method and schedule of collection. This information will be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment by a door-to-door delivery service hired by BFI at BFI's own expense.
- To ensure the success of the District's recycling and green waste collection program, within three months after commencement of this contract, and thereafter during July of each year for the duration of this contract, BFI will conduct and complete a survey to identify the participation rates in the district's recycling and green waste collection programs for the residential, multi-family residential, commercial sectors of the district. The survey will also identify recycling materials being collected by type and quantity from the residential, multi-residential, and commercial sectors of the District. Based on results of the survey, BFI will prepare a report summarizing the status of the district's recycling and green waste collection program, identifying existing and potential operational problems of the recycling program, if any, and recommending appropriate strategies and activities for implementation through public education and/or other public outreach mechanisms to enhance, improve, and promote the district's recycling and green waste collection program in an effort to increase the participation rate. BFI's annual report will be submitted to the Director/Designee for review and approval no later than 30 days after completion of the survey each year.
- Upon approval by the Director/Designee, all the public outreach strategies and activities for improving the district's participation rate as recommended by BFI in each year's report will be implemented by BFI as a part of this contract at BFI's own expense.



- Semi-annually, BFI will inform all residences, multi-family residences, businesses, and commercial/industrial establishments as to the quantity of recyclable materials and green waste (and Christmas trees, if applicable) collected and diverted from landfills and transformation facilities. This information will be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment either through the U.S. Post Office with postage prepaid or by a door-to-door delivery service hired by BFI at BFI's own expense.
- Quarterly, BFI will inform all residences, multi-family residences, businesses, and commercial/industrial establishments of the process to be used to receive special collection services, as outline in Part I, Section 2.D.9, Special Collection Services. The information will be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment either through U.S. Post Office with postage prepaid or by a door-to-door delivery service hired by BFI at BFI's own expense. In addition, semi-annually, the above-described information will be published in one or more newspapers of general circulation in the District.
- During December of each calendar year, BFI will also inform each residence, multi-family residence, and commercial/industrial establishment within the district of the Christmas tree collection service. The notice will contain the commencement date of the Christmas tree collection service, schedule, and method. Each publication and notification will also contain BFI's name and telephone number, and the telephone number of Public Works. BFI will, at its own expense, provide such notices by having the above information about the Christmas tree collection service published in one or more newspapers of general circulation within the district, and by written notice forwarded through the U.S. Postal Service, or forwarded by a door-to-door delivery service to each residence, multi-family residence, and commercial/industrial establishment within the district, at least one week prior to the scheduled Christmas tree collection.

All publication and notifications will adhere to the guidelines outlined in Part 1, Section 2.D.10, Published and Written Notices.

- On an ongoing basis, BFI will conduct meetings with the owners/managers and/or Homeowner Associations of multi-family residences within the district, individually or in groups, to discuss the district's recycling program with specific focus on promoting the awareness and importance of the district's recycling program and the increase in the participation rate among multi-family residences in the District's recycling program.
- On a quarterly basis, BFI will provide the Director/Designee with a progress report summarizing BFI's outreach efforts for promoting the district's recycling program among multi-family residences in the previous three months. This report will include, but not be limited to information such as the number of owners/managers of multi-family residences and/or Homeowner Associations with whom BFI met individually or in groups in the previous three months, and dates and places of the meetings, topics of discussion, agenda of the meetings, if applicable, attendees of the meetings including names, titles, and addresses of the multi-family residences, minutes of the meetings, and suggestions which could enhance the operation and effectiveness of the District's Recycling Program. The first report will be submitted to the Director/Designee within 15 days at the conclusion of the first three-month period after commencement of this contract on July 1, 2003. Thereafter, the quarterly report will be submitted with 15 days at the conclusion of each and every three-month period for the duration of this contract.



- At least one month prior to July 1, 2004, BFI will inform commercial food establishments within the District of the District's food waste composting service, date of commencement of the service, and the method and schedule of collection. This information will be given, in writing, to each commercial food establishment either through the U.S. Postal Service or by a door-to-door delivery service hired by BFI at BFI's own expense. The notification will adhere to the guidelines outlined in Part I, Section 2.D.10, Published and Written Notices.

Annual Clean-up Campaign

BFI will provide an annual Clean-up Campaign within the entire district. The intent of the campaign is to provide an extra collection service. Thereafter, the campaign will be conducted starting in April, unless directed otherwise by the Director/Designee, and in each succeeding April until the expiration of this contract. The month of April will be designated as clean-up campaign month, unless directed otherwise by the Director/Designee.

Campaign Schedule: The first collection in the campaign will start on the first Saturday in April after the commencement of this contract and will proceed through successive Saturdays until completion. Each collection area where regular collection is scheduled will have a separate Saturday for its clean up day.

The second, and all additional campaigns will be conducted on successive Saturdays, beginning with the first Saturday in April as described above.

The Director/Designee may assess liquidated damages, as hereinafter set forth, for failure to maintain the campaign's schedule.

Material Collected: During the campaign, BFI will collect in unlimited amounts, such items as furniture, household bedding, lawn furniture, refrigerators, dryers, washers, window air conditioners, freezers, stoves, water heaters, car parts, other major appliances/metallic discards, tires, lumber, plaster, dirt, rocks, bricks, tree stumps, refuse, combustible and noncombustible rubbish, as described herein and other similar or bulky material, without restriction, limitation, or notification. Major appliances/white good, metallic discards, and materials that require special handling will be collected and disposed/recycled as specified in Part I, Section 2.D.9, Special Collection Services, Hazardous, explosive, infectious, and toxic materials or waste is specifically excluded.

The containers, capacity, bundle, and weight limitations, described above under Part I, Section 2.D.6, Automated Collection Services – Minimum Standards, and Section 2.D.8, Method of Storage and Placement of Containers for Collection, are void during all Campaign Saturdays.

BFI understands that it may be required, upon oral order of the Director/Designee, to return to any campaign route, in order to collect refuse, recyclable material, or green waste left out at the curb. This will be accomplished on any day or days designated by the Director/Designee.

Published and Written Notices: BFI will provide the Director/Designee, in writing, with schedule and logistics information regarding the Campaign. One month prior to the scheduled campaign, BFI will publish information about the campaign in newspapers of local circulation, as directed by the Director/Designee, as least once a week for four consecutive weeks. In addition, BFI will, at its own expense, by written notice, forwarded by door-to-door delivery service, notify each residence, multi-family residence, and commercial/industrial establishment within the district of the scheduled campaign. The publication and written notice will clearly define the boundaries, method of collection, and dates of the campaign and other information the Director/Designee deems necessary. All publications and notifications must adhere to the guidelines outlined in Part I, Section 2.D.10, Published and Written Notices.



Equipment: BFI acknowledges that it will be required to provide stake body vehicles or other refuse collection vehicles approved by the Director/Designee and/or Health Officer, with a mechanical or hydraulic tailgate lift for the collection of bulky household items. BFI will also be required to provide non-compacting vehicles for the collection of white goods that may contain chlorofluorocarbons. BFI will provide adequate and suitable equipment, vehicles, skip loaders, and employees, in sufficient numbers to complete the campaign on schedule, and to conduct the campaign in an orderly manner, to the Director/Designee's satisfaction.

Reports: BFI will prepare reports that provide the quantity of bulky items, white goods, refuse, recyclable materials, and green waste collected from residences, multi-family residences, businesses, and commercial/industrial establishments during the campaign. Unless otherwise notified by the Director/Designee, this report will be due 15 days after the conclusion of the campaign.

Special Clean-up Services

At the oral or written request of the Director/Designee, BFI is required to provide special collection services in association with a number of clean-up projects or public events sponsored and/or conducted by Public Works and/or other County departments throughout the district during the term of this contract. BFI will provide special collection services without charge on any days of the calendar week as designated by the Director/Designee except Sundays and holidays. A maximum of two special clean-up projects and/or public events will be conducted during each contract year.

BFI may be required to provide appropriate number of dumpsters and/or roll-off containers or various size and capacity, and/or portable refuse containers to facilitate the collection of refuse, recyclable materials, green waste, construction materials, bulky items, etc., at the site of each special clean-up project or public event. BFI will provide all the materials from dumpsters and/or roll-off containers. Unless otherwise specified by the Director/Designee, BFI will remove all the dumpsters or roll-off containers or portable containers, together with the contents from the site of the clean-up project and public no later than 24 hours after conclusion of the special clean-up projects or public events. No hazardous materials will be collected during the special clean-up events.

The Director/Designee may request extra special collection services beyond the two special clean-up projects and/or public events as stated above from BFI for an additional fee to be collected by BFI. The fee for each extra special collection service will be in accordance with BFI's price stated in their proposal. At the discretion of the Director/Designee, the proposed fee schedule will be a part of the evaluation process to determine the responsiveness of the proposal as specified in Part I, Section 3.D, Evaluation of Proposals.

Communications

BFI will provide a telephone answering service, toll free to residents of the district and the Director/Designee from 8 a.m., to 5 p.m., Monday through Friday, except on legal holidays to receive instructions from the Director/Designee and to receive complaints from residences, multi-family residences, businesses and commercial/industrial establishments within the district. Said answering services will have the capacity of contacting BFI's field personnel by radio, cellular phone, or paging equipment for the purpose of relaying any instructions and/or complaints. The telephone number will be listed in the telephone directory for the district area and will be listed by BFI's commonly known name.

Hours and Days of Service

Unless specified otherwise by the Director/Designee, the hours of services will be 7 a.m. to 5 p.m., Monday through Friday each week, except legal holidays, when the service will be done before or after



such holiday. Work hours in the district may be altered, when necessary, with the written approval of the Director/Designee. In the event that it has become evident that BFI may not be able to complete its daily scheduled work within the above-specified business hours due to circumstances beyond BFI's control as defined in Part III, Section N, Default. BFI will immediately notify the Director/Designee so that necessary measures can be taken to maintain the scheduled service without delay or interruption.

Special Safety Requirements

BFI and its employees/agents will be expected to observe and comply with all applicable CAL/OSHA and Federal, State, and Los Angeles County safety requirements while performing these services. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.

Duration of Contract

This contract will be for a period of 60 months, commencing on July 1, 2003, and ending on June 30, 2008, subject to the following:

The County may cancel this contract without cause, anytime after 36 months, upon giving BFI at least 60 days written notice. This contract may be canceled or terminated at any time by the County, with cause, at anytime during the term of this contract upon giving BFI at least 60 days written notice.

Storage Facilities

BFI acknowledges that Public Works will not provide storage facilities for BFI.

Responsibilities of the Contractor

Annexations: In the event that adjacent areas are annexed to the district during this contract's term, BFI will not be required to provide collection and/or clean-up services within the area annexed and will not look to the district funds for compensation for collections made within such annexed territory until and after the beginning of that fiscal year following such annexations for which a tax levy will have been made upon the property in such annexed territory and funds made available for the discharge of payments under this contract for collection service therein. However, BFI may contract with individual owners or tenants for the collection of refuse, recyclable materials, and green waste within such annexed territories during the period between the date of annexation and the beginning of the fiscal year, above-mentioned, following annexation for which a tax levy will have provided funds. Nothing herein will prevent the owners or tenants, should they so desire, or the County from contracting with any other person or persons for such collection services until the beginning of the fiscal year above-mentioned.

Fees and Gratuities: BFI will not, nor will BFI permit any agent, employee, or subcontractor employed by BFI, to request, demand, or accept, either directly or indirectly, any compensation or gratuity from any person, firm or corporation, other than the district, for the collections made therein except as herein provided.

Office for Inquiries and Complaints: BFI will maintain an office at some fixed place, and will maintain a telephone directory in BFI's own name or in the firm name by which it is most commonly known. BFI will at all times, during the hours of 8 a.m. and 5 p.m., including the noon hour of each day, except Saturdays and Sundays and the aforementioned holidays, have some person employed full time, by BFI, at said office for the answering of inquiries and by whom complaints may be received from district property owners and tenants or from Public Works or the County Department of Health Services. Such person will have the ability to speak and understand both English and Spanish. BFI will have a telephone answering system capable of receiving five incoming calls at one time and will answer 90 percent of all incoming call within the first two rings.



BFI will establish a telephone number for the use of district residents. The telephone of BFI will be toll-free to residents of the district and in no case will a resident of said district be required to pay any charge to telephone BFI.

BFI will maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such log of complaints will be open to inspection of the Director/Designee at all reasonable times.

All complaints will be resolved as soon as possible after notification but in all cases within 24 hours, to the satisfaction of the complainant. If any complaint is not resolved within 24 hours, the Director/Designee will be notified immediately in writing the reason for not resolving such complaint. All complaints will be resolved to the satisfaction of the Director/Designee.

BFI will file a statement in writing by the fifth day of each month with the Director/Designee, the total number of complaints received by its office for the previous month. This statement will also include, but is not limited to information such as the date of the complaints, name, address, and telephone number of complainant, the nature of complaints, particularly those arising from inadequate or improper services provided by BFI and when and what action was taken by BFI to remedy the complaint. BFI will sign and date this statement.

Integrity of District: The attention of BFI is called to the provisions of the act under which this district was formed relative to the possible dissolution of, withdrawal of territory from, and annexation of territory to said district.

Attention of BFI is further called to the absence of any provisions in said act relative to the affect of municipal annexations or incorporation. The Board does not assume to state what the legal effect of such annexation or incorporation would be.

Responsibilities of Public Works

BFI acknowledges that Public Works' responsibilities will include, but not be limited to monitoring and inspecting BFI's performance to ensure compliance with these specifications, term, requirements, and conditions of this contract. Public Works at its sole discretion of the Director/Designee may provide BFI with assistance as needed.

Project Safety Official

BFI will designate in writing a Project Safety Official who will be thoroughly familiar with BFI's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). BFI's Project Safety Official will be available at all times to abate any potential safety hazard and shall have the authority and responsibility to shut down an operation, if necessary. Failure by BFI to provide the required Project Safety Official will be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as BFI is in compliance.



SECTION 3

SUBCONTRACTORS QUALIFICATIONS

BFI will not be utilizing subcontractors in providing refuse, recycling and green waste services within the Lennox Garbage Disposal District.





SECTION 4
FINANCIAL STATEMENTS





PLEASE NOTE THAT ALLIED WASTE INDUSTRIES, INC.' ANNUAL REPORT FOR 2001 AND FORM 10K ARE ON FILE AT THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS ADMINISTRATIVE SERVICES DIVISION'S CONTRACT FILE.

SECTION 5
WASTE COLLECTORS PERMIT

THE FOLLOWING IS A COPY OF THE 2002 WASTE COLLECTOR PERMIT FOR THE COUNTY OF LOS ANGELES. WE HAVE SUMMITTED AN APPLICATION AND CHECK FOR THE 2003 PERMIT AND ARE AWAITING A COPY OF THE PERMIT FROM THE COUNTY.







COUNTY OF LOS ANGELES

Department of Health Services - Solid Waste Management Program

Waste Collector Permit

Under Provisions of County Ordinance Title 20

2002

COMPANY ID #	S0004
PERMIT FEE	\$5,187.00
VEHICLES PERMITTED	89
DATE OF ISSUE	2/6/02
EXPIRATION DATE	12/31/02

BFI OF CALIFORNIA, INC.-DIST. 121
P.O. BOX 2438
GARDENA, CA 90247



CHIEF, SOLID WASTE MANAGEMENT PROGRAM

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Sandra Parker, Robert L. Bruce, Lisa A. Ward, William Martin, Leslie K. Hudgens, Jacqueline Kirk, Terri Morrison, Melissa Haddick, Tannis Mattson Donald R. Gibson., Individually

of Houston, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of January, 2003.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 27th day of January, 2003, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires September 17, 2006

Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 6TH day of MARCH, 2003.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis Assistant Secretary



POWER OF ATTORNEY

Allied Waste Industries, Inc., incorporated under the laws of the State of Delaware, and having its chief place of business at 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona 85260, hereby makes, constitutes and appoints Marsh USA Inc. acting through and by any of Robert Bruce, Donald R. Gibson, Melissa Haddick, Mary Ann Garcia, Richard Covington and Sandra Parker, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or bid bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.
2. Surety bonds and/or bid bonds on behalf of Allied Waste Industries, Inc. and its subsidiaries, including, but not limited to, Allied Services, LLC, Allied Waste North America, Inc., Allied Waste Systems, Inc., Allied Waste Transportation, Inc., American Disposal Services of Missouri, Inc., BFI Waste Systems of North America, Inc. and BFI Waste Services, LLC in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds on behalf of Allied Waste Industries, Inc. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by Allied Waste Industries, Inc. and its subsidiaries. Allied Waste Industries, Inc. hereby agrees to ratify and confirm whatsoever Marsh USA Inc. shall lawfully do pursuant to this power of attorney and the letter agreement dated October 29, 2002 between Marsh USA Inc and Allied Waste Industries, Inc. and until notice or revocation has been given by Allied Waste Industries, Inc. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 8th day of November, 2002, on behalf of Allied Waste Industries, Inc. by its Vice President, Legal, Steven M. Helm.

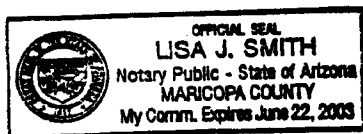
ALLIED WASTE INDUSTRIES, INC., a
Delaware corporation

By: 

Steven M. Helm.

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Subscribed and sworn to before me this 8th day of November, 2002, by Steven M. Helm.




Notary Public

15880 N. Greenway-Hayden Loop, Ste. 100 / Scottsdale, AZ 85260
480.627.2700 / 480.627.2701 FAX

CERTIFICATE CONFLICT OF INTEREST

I, Gerald Perissi

as Division General Manager
(Insert: "sole owner", "a partner", "President", "Secretary", or other proper title)

of BFI-Waste Systems of North America Inc - Gardena Division
(Insert name of proposer)

make this Certificate in support of a proposal for a contract with the County of Los Angeles for services within the scope of the following Los Angeles Administrative Code, Section 2.180.010:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as outlined above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal/Bid or cancellation of any contract awarded pursuant to this Proposal/Bid.

I certify under penalty of perjury under the laws of California that the foregoing is correct and true in all respects.

Date: 2/2/05

Signed: Gerald Perissi

Title Division General Manager

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Lennox Garbage Disposal District PROPOSER BFI Waste Systems of N.A., Inc

PROPOSAL DATE March 6, 2003

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

111

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	1998	1999	2000	2001	2002	Total	Current Year
1. No. of contracts	6	6	5	5	3	25	3
2. Total dollar amount of Contracts (in thousands of \$)	13,740	13,740	12,276	12,276	5,821	57,853	5,821
3. No. of fatalities **	0	0	0	1	0	1	0
4. No. of lost workday cases **	9	10	5	3	2	29	1
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	*	*	*	1	0	1	0
6. No. of lost workdays **	88	37	78	110	98	411	2

* unknown ** per OSHA log
The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

BFI Waste Systems of North America, Inc. Signature [Signature]

Name of Proposer (print) 14905 S. San Pedro Street

Address Gardena, CA 90248 Required License or Certificate 90004

City Gardena, CA Telephone 310/323-0763

Zip Code 90248

Contractor's Industrial Safety Record – Attachment

Explanation of fatality on 11/23/2001:

Employee was struck by a motor vehicle while walking across a residential street. Driver of the motor vehicle fled the scene.

PROPOSER'S/OFFEROR'S EEO CERTIFICATION

BFI Waste Systems of North America, Inc. - Gardena Division

Proposer's/Offerrer's Name

14905 S. San Pedro Street, Gardena, CA 90248

Address

41-1696636

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Los Angeles County Code Section 4.32.010, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S/OFFEROR'S CERTIFICATION

- | | |
|---|---|
| 1. The proposer/offerrer has a written policy statement prohibiting any discrimination in all phases of employment. | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 2. The proposer/offerrer periodically conducts a self-analysis or utilization analysis of its work force. | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 3. The proposer/offerrer has a system for determining if its employment practices are discriminatory against protected groups. | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the proposer/offerrer has a system for taking reasonable corrective action to include establishment of goals and timetables. | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> |

BFI Waste Systems of North America Inc.

Proposer/Offerrer

Gerald Perissi - Division General Manager

Name and Title of Signer

Gerald Perissi

Signature

3/4/03

Date

See Attached Reference List!

PROPOSER'S REFERENCE LIST

Please provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names and telephone numbers before listing. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES. All contracts with the County during the previous three years **must** be listed.

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

DEPARTMENT/DISTRICT: _____

CONTACT: _____

TELEPHONE: () _____

B. Other Governmental Agencies and Private Companies

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

SERVICE: _____ DATES: _____

COMPANY: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: () _____

References

References and Experience with City and County Contracts Government Agency				
Municipality	Contact Person	Telephone Number	List of Services Provided	Number of Accounts
Alhambra Automated	Christine Said, Asst. to City Mgr. 111 S. First St. Alhambra, CA 91801	(626) 570-5011	Residential and multi-family automated trash, recycling and yard waste cart service. Current contract for 10 years. Diversion rate 35%	Residential 17,500
Chula Vista Automated	Michael Meacham, City Mgr's Office 276 Fourth Ave Chula Vista, CA 91910	(619) 409-5870	Residential trash, recycling and yard waste. Converted to automated collection Spring 2002. Commercial/multi-family trash, recycling and yard waste service (Known as Pacific Waste Services). Current contract for 20+ years	Residential 43,000 Commercial 1,700
La Canada Flintridge	Mary Goytia-Strauss, Sr. Mgt. Analyst 1327 Foothill Blvd La Canada Flintridge, CA 91011-2137	(818) 790-8882	Residential manual collection of trash and yard waste services. Converting to automated in January and adding curbside recycling. Commercial trash and recycling. Served for over 20 years.	Residential 3984 Commercial 466
LA County Firestone District	Mike Mohajer, Asst. Deputy Director Environmental Programs Div. 900 S. Fremont Ave. Alhambra, CA 91803-1331	(626) 458-5100 458-3593 fax	Commingle trash, recycling and yard waste service with MRF separation. Served over 20 years. Diversion rate for year 2000 - 1.3% By switching to co-mingled collection, the diversion percentage has increased to 37% - 2001	Residential 29,424
Rolling Hills Estates	Greg Grammer, Admin. Analyst 4045 Pales Verdes N Rolling Hills Estates, CA 90274	(310) 377-1577 377-4468 fax	Residential trash, recycling and yard waste service. Served for over 15 years. Diversion rate for year 2000 - 37% - Due to increase in green waste collection and increased emphasis on education - diversion has increased to 56%-2002	Residential 2538
Rolling Hills City	Craig Neslin, City Manager 2 Portuguese Bend Road Rolling Hills, CA 90274	(310) 377-1521 377-7288 fax	Residential trash, recycling and yard waste service. Served for over 15 years. Diversion rate for year 2000 - 53% - With increased emphasis on education the 2002 diversion percentage is 55%	Residential 664
Monrovia	Tammy Evans, Management Analyst 415 S. Ivy Ave. Monrovia, CA 91016	(626) 932-5550	Commercial trash and recycling services. Permitted., Served for over 20 years 45% 3 rd party diversion	Commercial 100
Arcadia	Christopher Ludlum, Mgt. Analyst 11800 Geldring Road Arcadia, CA 91066-6021	(626) 856-6653	Commercial trash and recycling services. Permitted. Served for over 20 years. 28% diversion	Commercial 338
Burbank	Al Zorn, Recycling Coordinator 500 S. Flower Street Burbank, California 91502-2106	(818) 238-3900	Commercial trash and recycling services. Served for over 20 years. 6% diversion	Commercial 700
Glendale	Tom Brady 548 W. Chevy Chase Drive Glendale, CA 91204-1814	(818) 548-4844	Commercial trash and recycling services. Served for over 20 years. 2.4% diversion	Commercial 900
City of Los Angeles	Karen Coca 433 S. Spring Street Los Angeles, CA 90013	(213) 473-8242	Commercial trash and recycling services. Served for over 30 years	Commercial 16,000
County of San Diego	Mark Lewis, WM Coord. Depart. Of Environmental Health 200 E. Main Street 6 th floor El Cajon, CA 92021	(619) 441-6659	Commercial and residential trash and recycling services for over 35 years (Known as Pacific Waste Services) non-exclusive franchise.	Residential 17,870 Commercial 1469
City of San Diego	Bob Epler 9601 Ridgehaven Court Suite 310 San Diego, CA 92123	(858) 492-5025	Commercial trash and recycling services. Served for over 35 years.	Commercial 5,670
City of Pasadena	Carmen Rubio, Program Coordinator Public Works-Integrated W.M. Dept. P.O. Box 7115 Pasadena, CA 91109-9866	(626) 744-7162 744-7085 (fax)	Commercial & multi family trash and recycling services. Served**** Identified 3 rd party scavenging and MRF processing of Municipal Solid Waste.	Commercial 1,200
County of Santa Barbara	County of Santa Barbara Public Works Department 109 E. Victoria St. Santa Barbara, Ca. 93101	(805) 882-3611	Residential and commercial trash and recycling services. Served the county for over 30 years. 59% diversion	Residential 7,905 Commercial 1,087
City of Santa Barbara	Homer F. Smith, Principal Civil Engineer City of Santa Barbara Public Works Depart 630 Garden St. P.O. Box 1990 Santa Barbara, Ca. 93102	(805) 564-5372	Residential and commercial trash and recycling services. Served the city for over 30 years 48% diversion	Residential 16,750 Commercial 2,900

LIST OF SUBCONTRACTORS

The proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should be familiar with Section 2-3 of the Standard Specifications.

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same work.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:	
<input checked="" type="checkbox"/> I AM NOT <input type="checkbox"/> I AM	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number: 00896101	

II FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 151						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Direct Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					17	2
Hispanic/Latino			8	2	101	6
Asian or Pacific Islander			1		1	1
American Indian						
Filipino						
White			2		3	7

III PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	11 %	73 %	1 %	%	%	3 %
Women	11 %	5 %	1 %	%	%	5 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
n/a					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: General Manager	Date: 3/6/03
---	------------------------	--------------

LOS ANGELES COUNTY
GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity Work (GROW) programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Gerald Perini
Signature

General Manager
Title

BFI Waste Systems of North America, Inc.
Firm Name Gardena Division 3/4/03
Date

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 0634
CONNECTION TEL 13238690634
SUBADDRESS
CONNECTION ID
ST. TIME 03/04 15:23
USAGE T 00'37
PGS. SENT 2
RESULT OK

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277

Contractor or Association Name as Shown on Bid or Proposal: BFI Waste Systems of North America, Inc.

Contractor or Associated Member Name, if Contractor is an Association: Gerald Perissi

Contractor or Associated Member Address: 14905 S. San Pedro St. Gardena, CA 90248

Telephone: 310 323-6763 FAX: 310 328-6063

County Department Receiving Bid or Proposal: PUBLIC WORKS

Types of Goods or Services To Be Provided: Solid Waste Services

Contract or Purchase Order No. (if applicable): AS-O

Principal Owners: Please check the appropriate box. If box "I" is checked, no further information is required. Please sign and date the form below:

- I. ☒ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use separate sheet if necessary.)

Name of Principal Owner

Title

Payment Received
From Contractor

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277

Contractor or Association Name as Shown on Bid or Proposal: BFI Waste Systems of North America, Inc.

Contractor or Associated Member Name, if Contractor is an Association: Gerald Perissi

Contractor or Associated Member Address: 14905 S. San Pedro St., Gardena, CA 90248

Telephone: 310 323-6763 FAX: 310 328-6063

County Department Receiving Bid or Proposal: PUBLIC WORKS

Types of Goods or Services To Be Provided: Solid Waste Services

Contract or Purchase Order No. (if applicable): AS-O

Principal Owners: Please check the appropriate box. If box "I" is checked, no further information is required. Please sign and date the form below:

- I. ☒ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received From Contractor</u>	
1.	_____	_____	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: Gerald Perissi Date: 3/4/03
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Gerald Perissi
(Print Name)

Division General Mgr.
(Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) Gerald Perissi, hereby submit this certification to PUBLIC WORKS, pursuant to the provisions of County Code

Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) BFI Waste Systems of North America, Inc., an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member's address): corporation

14905 S. San Pedro Street, Gardena, CA 90248

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Compliance Program;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3.) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 4th day of March 2003
(Month and Year)

at: Gardena, CA 310 323-0763
(City/State) (Telephone No.)

by: Gerald Perissi
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P. O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277

SOLID WASTE FACILITY PERMIT

1. Facility Permit Number:

19-AR-0302

2. Name and Street Address of Facility:

Falcon Refuse Center
3031 East "I" Street
Wilmington, CA 90744

3. Name and Mailing Address of Operator:

BFI of California, Inc.
2201 E. Washington Blvd.
Los Angeles, CA 90021

4. Name and Mailing Address of Owner:

BFI of California, Inc.
9188 Glenoaks Blvd., Suite 300
Sun Valley, CA 91352

5. Specifications:

a. Permitted Operations:

- ☐ Composting Facility (mixed wastes)
- ☐ Composting Facility (yard wastes)
- ☐ Landfill Disposal Site
- ☐ Materials Recovery Facility

- ☐ Processing Facility
- ☒ Transfer Station (Large Volume)
- ☐ Transformation Facility
- ☐ Other: _____

VALID PERM

b. Permitted Hours of Operation:

Material Acceptance/Refuse Transfer 6:00 a.m. - 6:00 p.m., Monday - Satur
Material Processing 24 hours per day, Monday - Satur
Closed Sunday

c. Permitted Tons per Operating Day:

	Total:	1,850 Tons/D
Non-hazardous - Refuse		1,850 Tons/D
Non-hazardous - Sludge		N/A Tons/D
Non-hazardous - Commingled Recyclables		Included Tons/D
Non-hazardous - Other (See Section 14 of Permit)		N/A Tons/D
Designated Waste (See Section 14 of Permit)		N/A Tons/D
Hazardous Waste (See Section 14 of Permit)		N/A Tons/D

d. Permitted Traffic Volume: (Allowed in the April, 1980 Traffic Study)

	Total:	N/A Vehicles/D
Incoming Waste Materials		N/A Vehicles/D
Outgoing Waste Materials (for disposal)		N/A Vehicles/D
Outgoing Materials from the materials recovery operations:		N/A Vehicles/D

e. Key Design Parameters (detailed parameters are shown on site plans):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (acres)	5.7 a	N/A	5.7 a	Included	N/A	N/A
Design Capacity		N/A	3,500 tons per day (t/d)	Included	N/A	N/A
Max. Elevation (ft. MSL)		N/A				
Max. Depth (ft. BGS)		N/A				
Estimated Closure Date		N/A				

This permit is granted solely to the operator named above and is not transferable. Upon change of operator, this permit is no longer valid. Furthermore, upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

6. Approval:

Lillian Kawasaki
Approving Officer Signature

Lillian Y. Kawasaki, General Manager
Name/Title

7. Local Enforcement Agency Name and Address:

City of Los Angeles
Environmental Affairs Department
201 N. Figueroa Street
Suite 200 Mail Stop 248
Los Angeles, California 90012

8. Received by CIWMB: June 17, 1997

9. CIWMB Concurrence Date: July 16, 1997

10. Permit Review Date: November 17, 2000

11a. Permit Issue Date: JUL 23 1997

SOLID WASTE FACILITY PERMITFacility Name: **FALCON REFUSE CENTER**SWFP No.: **19-AR-0302**

Page 2 of 5

VALID PERMIT**12. Legal Description of Facility (Refer to Site Location Map, as shown in RSI page 2A):**

See Report of Station Information, dated August 22, 1996, Page 2, Site Location Discussion and Page 2A, Site Location Map.

13. Findings:

- A. This Permit is consistent with the County Solid Waste Management Plan and an amended Finding of Conformance was approved on October 15, 1992 by the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force. [Public Resources Code (PRC), Section 50000 (a)(1)].
- B. This Permit is consistent with standards adopted by the California Integrated Waste Management Board (CIWMB). [PRC, Section 44010].
- C. Salvaging and recycling operations will be conducted as part of this facility's operation. Permit provisions applying to salvage operations at the site are provided under the "Conditions" portion of this permit. This facility has a diversion rate of approximately 10 percent of incoming waste at the facility. Recovered wood, cardboard, paper, glass, metal, and plastics are baled or loaded loose into trailers or roll off containers for shipment to markets.
- D. The design and operation of the facility is in compliance with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Local Enforcement Agency (LEA) during the inspection of September 22, 1995.
- E. The local fire protection agency, the Los Angeles City Fire Department, has determined that the facility is in conformance with applicable standards as required in PRC, Section 44151.
- F. A Negative Declaration (#PW-344-80) dated May 20, 1980 was filed with the City Clerk's Office on May 22, 1980 pursuant to PRC, Section 21081.6. A Categorical Exemption, Class 1, Category 14 under the City of Los Angeles CEQA Guidelines has been filed with the County Clerk for issuing a SWFP to the existing solid waste transfer station.
- G. The facility is located in an area of the City of Los Angeles which is designated as an M-3-1 zone, heavy industrial. Operation of a solid waste transfer station is allowed in M-3 zones. Land within 1,000 feet of this facility is zoned M-3-1 and M-2A (City of Long Beach), is compatible with the facility. [PRC, Section 50000.5 (a) and 50000.5 (b)].
- H. Based on the current Report of Station Information (RSI), dated August 22, 1996, the LEA is satisfied that this facility will provide measures to adequately control noise levels, gas/odor nuisances, traffic congestion, litter nuisances, and vectors such that there will be no significant impact on the adjacent land users.
- I. Wastes which can be received at this facility are "Nonhazardous Solid Waste" as defined by California Code of Regulations, Title 23, Chapter 3, Subchapter 15, Section 2523, adopted 11/26/84, which includes: Residential, Commercial, Industrial and Demolition wastes. These wastes are currently disposed of at the Azusa Landfill, Sunshine Canyon Landfill, Puente Hills Landfill, or Bradley Landfill. However, waste can be disposed of at alternative permitted disposal sites.

14. Prohibitions:

The permittee is prohibited from accepting any liquid waste sludge, non-hazardous wastes requiring special handling, designated waste or hazardous waste unless such waste is specifically listed below, and unless the acceptance of such waste is authorized by all applicable permit. Hazardous or designated waste found as a result of the Hazardous Waste Screening Program may be stored at the facility awaiting removal for a maximum of 90 days. In the event that hazardous or suspected hazardous wastes are brought into the facility, the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in Section IIID of the RSI (Material Handling Activities).

The permittee is additionally prohibited from the following items or activities:

- Acceptance of Liquid Waste, containerized or not,
- Scavenging or Open Burning,
- Acceptance of Sewage Sludge, or Septic Tank Pumpings, Slurries, Untreated Medical Waste, Dead Animals,
- Acceptance of waste between the hours of 6:00 p.m. and 6:00 a.m. Monday through Saturday unless otherwise authorized by the Local Enforcement Agency. Should circumstances arise beyond control of the operators, extended hours for accepting refuse may be granted on an as needed basis but must be requested from the LEA at least 24 hours before the day of said extension.
- Transfer trailers shall not enter or leave the facility between the hours of 9:00 p.m. and 4:00 a.m. without prior approval from the LEA.

15. The following documents also describe and/or restrict the design and operation of this facility:

	Date:		Date:
■ Report of Station Information (RSI)	August 22, 1996	<input type="checkbox"/> Summary of Contract Agreement - operator and contract	N/A
<input type="checkbox"/> Land Use Permits and Zone Variance	N/A	<input type="checkbox"/> Waste Discharge Requirements	N/A
<input type="checkbox"/> Air Pollution Permits and Variances	N/A	■ Local & County Ordinances	Municipal Code
■ Negative Declaration (#PW-344-80)	May 20, 1980	<input type="checkbox"/> Final Closure & Post Closure Maintenance Plan	N/A
<input type="checkbox"/> Lease Agreements - owner and operator	N/A	<input type="checkbox"/> Amendments to RSI	N/A
■ Finding of Conformance - LA Co SWTF	October 15, 1992	■ Storm Water Discharge Permit (#4B19S002467)	June 1, 1993
■ Finding of Consistency - LA City General Plan	April 28, 1980	<input type="checkbox"/> Industrial Waste Discharge Permit	N/A

SOLID WASTE FACILITY PERMITFacility Name: **FALCON REFUSE CENTER**SWFP No.: **19-AR-0302**

Page 3 of 5

VALID PERM

16. Self-Monitoring: Results of all self-monitoring programs as described in the RSI will be reported as follows:
(The monitoring reports are delinquent 30 days after the end of the reporting period)

Program:	Reporting Frequency:	Agency Repro To:
The quantities and types of hazardous wastes, untreated medical wastes, or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Monthly (Due two weeks after the end of each month)	LEA
All incidents of unlawful disposal of prohibited materials and the operator's actions taken. Indicate those incidents which occurred as a result of the random load checking program.		
Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints. (Notification to the LEA within one day following the complaint is also required.)		
The types and quantities of decomposable and inert wastes, including separated or commingled recyclables, received <u>each day</u> . The operator shall maintain these records on the facility's premises for a minimum of one year and made available to any Enforcement Agencies' personnel on request.		
Quantity and types of wastes salvaged/recycled per month and the final destination of these diverted materials.		
Final disposal site for transferred wastes.		
The number of vehicles using the facility per day.		
Reports of all special/unusual occurrences and the operator's actions taken to correct these problems.		
Monthly reports from a rodent and insect control program conducted by a licensed pest control company.	Quarterly	Los Angeles County Solid Waste Management Committee (CoSWMC)
Record of receipt of a Notice of Violation from any regulatory agency. In addition, the operator shall notify the LEA <u>at once</u> following receipt of a Notice of Violation or upon receipt of notification of complaints regarding the facility which have been received by other agencies.		
The facility operator/owner must provide notification, in writing, of the monthly waste quantity received during the past three months, amount of recycled materials, as well as final destination and quantity of solid waste hauled away.		
Notify the LEA and CoSWMC, in writing, of any change in name of operator or in control of ownership of land.		
Notify any new owner or operator by letter, a copy of which shall be filed with the LEA and CoSWMC, of the existence and terms of the Finding of Conformance.	Within 10 Calendar Days of Event	CoSWMC as New Owner

SOLID WASTE FACILITY PERMITFacility Name: **FALCON REFUSE CENTER**SWFP No.: **19-AR-0302**

Page 4 of 5

VALID PERMIT**17. LEA Conditions:****A. Requirements:**

1. This facility shall comply with all the State Minimum Standards for Solid Waste Handling and Disposal.
2. This facility shall comply with all federal, state, and local requirements and enactments including all mitigation measures given in any certified environmental document filed pursuant to the *Public Resources Code, Section 21081.6*.
3. The operator shall comply with all notices and orders issued by any responsible agency designated by the Lead Agency to monitor the mitigation measures contained in any of the documents referenced within this permit pursuant to the *Public Resources Code 21081.6*.
4. All recyclables shall be stored within designated areas in a neat and orderly manner so as not to generate litter, harbor vector, or pose a nuisance. Baled recyclables awaiting removal shall be stacked within designated areas. Recovered cans and bottles shall be stored in the recyclables storage area, as noted in the RSI, dated August 22, 1996, Section IIID Salvaging and Materials Recovery.
5. Information concerning the design and operation of this facility shall be furnished, in a timely manner, on request to the LEA.
6. The operator shall maintain a copy of this permit at the facility so it is available at all times to facility personnel and to Enforcement Agencies' personnel.
7. Signs shall be provided to ensure orderly and safe operation of the facility. The operator shall install and maintain signs at the entrance indicating the type of materials that are accepted.
8. The operator shall comply with the established Litter Control Program as outlined in Section IIIF of the RSI, dated August 22, 1996, and the approved Finding of Conformance, Attachment C. This program includes tarping requirements, containment of litter, site and facility clean-up and monitoring procedures. The operator shall ensure daily litter pick-up in addition to daily sweeping of the entire transfer facility.
9. The operator must provide additional dust control measures upon the request of the LEA, if such measures, as provided in the Report of Station Information (RSI), prove to be inadequate.
10. Noise levels at the property boundaries shall be in conformance with the City Municipal Code, Noise Regulation §111.03, which states that the maximum permissible ambient noise level for an M-3-1 Zone is 70 decibels. Approved hearing protection shall be provided for employees and visitors, if necessary.
11. The operator shall comply with all of the requirements of all applicable laws pertaining to employee health and safety.
12. All solid waste received at the facility shall be removed within 48 hours.

B. Provisions:

1. This permit is subject to review by the LEA and may be suspended, revoked or modified at any time for sufficient cause.
2. The LEA reserves the right to suspend or modify this permit when deemed necessary due to an emergency, a potential health hazard or the creation of a public nuisance.
3. The operator shall notify the LEA, in writing, of any proposed significant changes in the routine facility operation or changes in facility design during the planning stages. In no case shall the operator undertake any changes unless the operator first submits to the LEA a notice of said changes at least 150 days before said changes are undertaken, and those changes are approved by the LEA. Any significant change as determined by the LEA may require a revision of this permit.
4. A summary of all pilot projects must be submitted to the LEA in writing prior to the implementation of that pilot project. The LEA must approve all pilot projects before they can be implemented.
5. This permit is not currently transferable; a change in the operator may require a new permit.
6. In the event that any landfill proposed for final disposal of this facility's waste closes, denies, or limits access, the facility operator/owner must immediately notify the LEA to address the issue of handling and disposing of the permitted waste tonnage limit.
7. The facility currently has a recycling diversion rate of 10% of incoming waste materials. The operator shall make periodic evaluations of handling operations and incoming wastes to assess the feasibility of increasing the materials diversion rate.

SOLID WASTE FACILITY PERMITFacility Name: **FALCON REFUSE CENTER**SWFP No.: **19-AR-0302**

Page 5 of 5

VALID PERMIT**17. LEA Conditions****C. LEA Specifications:**

1. Operational controls shall be established to preclude the receipt and disposal of hazardous waste and volatile organic chemicals or other types of prohibited wastes. The operator shall comply with the approved Waste Load Checking Program described in the Report of Station Information dated August 22, 1996. Any changes in this program must be approved by LEA prior to implementation. The following Solid Waste Facility Permit conditions supplement those conditions:
 - (1) The minimum number of random waste vehicle loads to be inspected daily at this facility is one (1).
 - (2) The number of random incoming vehicle loads to be inspected each day is determined by the LEA and shall be related to the permitted daily volume of refuse received by the facility. The LEA reserves the right to increase the required number of incoming waste load inspections.
 - (3) The procedures and personnel training necessary for the load check program must be submitted and approved by the LEA. Visual inspections are to be performed by trained spotters and equipment operators. The LEA must inspect and approve this program and operation. Additional measures may be required upon the request of the LEA.
 - (4) In the event that hazardous or suspected hazardous wastes are brought into the facility, the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in Section IIID of the (Material Handling Activities).
 - (5) Suspected hazardous wastes must be stored in the hazardous waste containment area, if they are stored overnight.
 - (6) It is the responsibility of the facility operator to dispose of any prohibited materials (hazardous or suspected hazardous materials, liquid, sludges, or medical wastes) in accordance with all local, state and federal regulations.
 - (7) Incidents of unlawful disposal of prohibited materials shall be reported monthly to the LEA as described in the monitoring section of this permit. In addition, the following agencies shall be notified immediately, after each occurrence, if applicable, of any incidents of illegal hazardous materials disposal:
 - (a) Los Angeles County Fire Prevention Bureau, Hazardous Materials Division at (213) 890-4317.
 - (b) Environmental Crimes Division, L.A. County District Attorney at (213) 974-6824.
 - (c) California Highway Patrol at (213) 736-2971.
2. The operator shall maintain a daily log of special/unusual occurrences. If there are no special occurrences for a given day, the day's entry shall read "none." Log entries shall include, but are not necessarily limited to:

Any loads refused entry into the facility, potentially live ammunition, fires, explosions, earthquakes, discharge of hazardous liquids or gases to the ground or the atmosphere, or significant injuries, accidents, or property damage.

Each of these log entries shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The operator shall maintain this log at the facility so it is available at all times to site personnel and the Enforcement Agencies' personnel. Any of these specified entries made in this log must be promptly reported to the LEA. Call the duty officer, City of Los Angeles, Environmental Affairs Department, at (213) 580-1082, Monday through Friday 8:00 a.m. to 5:00 p.m. For incidents occurring after hours, the operator shall call the pager number provided by the LEA. Only authorized personnel can make entries into this log. A summary of the Log of Special Occurrences shall be submitted to the LEA in an Annual Report. If a situation arises that cannot be handled by facility personnel, then 911 or another outside emergency agency appropriate for the situation as listed in Section IIIC of the RSI should be called. The LEA shall be notified immediately after the appropriate outside emergency agency has been notified.
3. The operator shall maintain, at the facility, accurate daily records of the weight and/or volume of refuse received. These records shall be made available for review by LEA and CIWMB personnel and shall be maintained on site for a period of one year.
4. The permitted daily capacity of this facility is 1,850 tons per day. On no day shall more than 1,850 tons of nonhazardous wastes, including commingled recyclable materials, be received at this facility, unless permission is obtained from the LEA.
5. The operator shall wet-sweep the entire entrance/exit daily. All waste receiving areas shall be clean by 9:00 p.m. of each operating day. All water runoff from tipping floor wash downs must only drain into the on-site septic system.
6. The entire area within the permitted boundaries of the site must have adequate drainage control and be free of ponding water within 48 hours of rainfall.

<END OF DOCUMENT>

SECTION 6
INSURANCE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE Page 1 of 3DATE
02/21/2003

PRODUCER 877-559-6769 Willis North America, Inc. - Regional Cert Center 11201 N. Tatum Boulevard Suite 300 Phoenix, AZ 85028		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Allied Waste Industries, Inc. (Named Insd. Cont. Below) 15880 N. Greenway-Hayden Loop, Suite 100 Scottsdale, AZ 85260		INSURERS AFFORDING COVERAGE INSURERA: American Home Assurance Company 19380-004 INSUREHB: Illinois National Ins. Co. 23817-002 INSURERC: American Home Assurance Company 19380-005 INSURERD: National Union Fire Ins. Co. of Pittsburgh 19445-001 INSUREHE: Ins. Co. of the State of PA 19429-004	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL6125687	1/1/2003	1/1/2004	EACH OCCURRENCE \$ 2,500,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY	CA5349665	1/1/2003	1/1/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO	CA5349666	1/1/2003	1/1/2004	
B	<input type="checkbox"/> ALL OWNED AUTOS	CA5349668	1/1/2003	1/1/2004	BODILY INJURY (Per person) \$
C	<input type="checkbox"/> SCHEDULED AUTOS	CA5349667	1/1/2003	1/1/2004	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
D	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BE2859962	1/1/2003	1/1/2004	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3322785	1/1/2003	1/1/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		WC3322787	1/1/2003	1/1/2004	
A		WC3322786	1/1/2003	1/1/2004	
E		WC3322789	1/1/2003	1/1/2004	
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION Statutory Notice Non-Payment

County of Los Angeles
 Lennox Garbage Disposal District
 Attn: Public Works Director
 900 S. Fremont Avenue
 Alhambra, CA 91803-1331

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John B. Jacobs

Willis		CERTIFICATE OF LIABILITY INSURANCE Page 2 of 3	DATE 02/21/2003
PRODUCER	877-559-6769	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Willis North America, Inc. - Regional Cert Center 11201 N. Tatum Boulevard Suite 300 Phoenix, AZ 85028		INSURERS AFFORDING COVERAGE	
INSURED	Allied Waste Industries, Inc. (Named Insd. Cont. Below) 15880 N. Greenway-Hayden Loop, Suite 100 Scottsdale, AZ 85260	INSURERA: American Home Assurance Company 19380-004 INSURERHB: Illinois National Ins. Co. 23817-002 INSURERC: American Home Assurance Company 19380-005 INSURERD: National Union Fire Ins. Co. of Pittsburgh 19445-001 INSURERE: Ins. Co. of the State of PA 19429-004	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

NAMED INSURED INCLUDES - BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

Workers Compensation - Additional Policy:

Insurance Company	Policy #	Eff./Exp. Dates
American Home Assurance	WC3322788	01/01/03 - 01/01/04

Employers Liability (Stop Gap) coverage for Monopolistic States is included:

- \$1,000,000 Each Accident
- \$1,000,000 Disease - Policy Limit
- \$1,000,000 Disease - Limit Each Employee

General Liability includes Contractual Liability.

Certificate Holder is named as Additional Insured, except for Worker's Compensation, if required by written contract.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SECTION 7
PRICE SCHEDULES



SECTION 6

SCHEDULE OF PRICES

COUNTY OF LOS ANGELES

LENNOX GARBAGE DISPOSAL DISTRICT

In accordance with Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all labor, supervision, materials, and equipment, except those specified to be furnished by Public Works. Using the examples given below calculate your Unit Rate, Monthly Payment Rate and Annual Proposed Amount. The Unit Count given is the current unit count for the Lennox Garbage Disposal District but may be revised as outlined in Part I, Section 5.A.2, Counts of Refuse Units.

ITEM	PROPOSAL PRICE
------	----------------

A. ALTERNATIVE A

Once-a-week automated collection, transportation, and disposal of refuse, and separate automated collection and management of recyclable materials, and green waste from the District's residences, multi-family residences, businesses, and commercial/ industrial establishments, as specified, for a period of 60 months starting July 1, 2003, and ending June 30, 2008.

EXAMPLE				
<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
3,059	\$7.4724	\$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
5,427	\$ 15.1711	\$ 82,334	X 12	= \$ 988,000

nine hundred eighty-eight thousand dollars and 00 cents

Proposed Annual Amount for Alternative A (write out in full)

B. Alternative B

Once-a-week automated collection and disposal/management of commingled refuse and recyclable materials from the District's residences, multi-family residences, businesses, and commercial/industrial establishments, as specified, and the recovery and separation of recyclable materials from said commingled collection at a permitted Materials Recovery Facility, for a period of 60 months starting July 1, 2003, and ending June 30, 2008. In addition, weekly automated collection and management of green waste from the District's residences, multi-family residences, businesses, and commercial/industrial establishments, for the same 60 months period as specified above.

EXAMPLE				
<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
3,059	\$7.4724	\$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
<u>5,427</u>	\$ <u>16.8755</u>	\$ <u>91,584</u>	X 12	= \$ <u>1,099,000</u>

one million ninety-nine thousand dollars and 00 cents

Proposed Annual Amount for Alternative B (write out in full)

*Additional cart charge \$2.75 per month

PART I - SPECIFICATIONS AND CONDITIONS (continued)

C. Alternative C

Once-a-week automated collection and disposal/management of commingled refuse, recyclable materials, and green waste from the District's residences, multi-family residences, businesses, and commercial/industrial establishments, as specified, and the recovery and separation of recyclable materials and green waste from said commingled collection at a permitted Materials Recovery Facility, for a period of 60 months starting July 1, 2003, and ending June 30, 2008.

EXAMPLE				
<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
3,059	\$7.4724	\$22,858.07	X 12	= \$274,296.85
Two hundred seventy-four thousand two hundred ninety-six dollars and eighty-five cents.				

<u>Unit Count</u>	<u>Monthly Unit Rate</u>	<u>Monthly Payment Rate</u>	<u>Months</u>	<u>Annual Proposed Amount</u>
<u>5,427</u>	<u>\$ 16.9676</u>	<u>\$ 92,084</u>	<u>X 12</u>	<u>= \$ 1,105,000</u>

one million one hundred five thousand and oo cents

Proposed Annual Amount for Alternative C (write out in full)

BFI Waste Systems of North America, Inc.

Legal Name of Proposer (Print or Type)

<u>[Signature]</u>	<u>3/06/03</u>	<u>S0004</u>
Signature	Date	Required License No.

14905 S. San Pedro Street, Gardena, CA 90248

Address

Gardena	90248	310 323-0763
City	Zip Code	Telephone

SECTION 8
FORMS



AFFIDAVIT FOR CORPORATION PROPOSER

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

Gerald Perissi _____, being

first duly sworn, deposes and says:

That he/she is Division General Manager of

BFI Waste Systems of North America, Inc. - Gardena a corporation,

Taxpayer Identification Number 41- 1696636,
which is the party making the foregoing proposal; that such
proposal is genuine and not collusive or sham; that said proposer
has not colluded, conspired, connived or agreed, directly or
indirectly, with any other proposer or person to put in a sham
proposal, and has not in any manner sought by collusion to secure
any advantage against the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC
WORKS, or any person interested in the proposed contract, for
himself/herself or for any other person.

Gerald Perissi
Signature

Subscribed and sworn to before me this

FOURTH day of MARCH, 2003.

Melanie Jade Moydell

Signature of Officer Administering Oath
(NOTARY PUBLIC)



BIDDER'S PROPOSAL

Date March 4, 2003

To the Board of Supervisors of the
Los Angeles County

The Undersigned hereby declares:

(a) That the only persons or parties interested in this proposal as principals are the following:
BFI Waste Systems of North America, Inc. Gardena Division

(If the proposer is a corporation, give the name of the corporation and the name of its president, secretary, treasurer and manager. If a partnership, give the name under which the partnership does business, and the names and addresses of all partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this proposal is made without collusion with any other person, firm, or corporation.
- (c) That the proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge.
- (d) That the proposer has carefully examined the specifications, both general and detail, and any drawings attached hereto, and any additional communications sent and makes this proposal in accordance therewith.
- (e) That, if this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles .
- (f) That the proposer proposes to enter into such contract and to accept in full payment for the work actually done thereunder the prices shown in the attached schedule. It is understood and agreed that the quantities set forth are but estimates, and the unit prices will apply to the actual quantities whatever they may be.

Accompanying this proposal is a certified cashier's check, or bidder's bond, payable to the order of the County of Los Angeles in the sum of One hundred and forty thousand DOLLARS (\$ 140,000). Said bidder's bond has duly executed by the undersigned proposer and by a financially sound surety company authorized to transact business in this state. It is understood and agreed that should the proposer be awarded the contract and fail within 15 days after the award to enter into the contract and furnish acceptable surety bonds, then the proceeds of said check, or bidder's bond, shall become the property of the County, but if this contract is entered into and said bonds are furnished, or if the proposal is not accepted, then said check shall be returned to the undersigned, or the proposer will be released from the bidder's bond.

14905 South San Pedro Street, Gardena, CA 90248
Address of Proposer

Gardena, CA
City

90248
Zip Code

310 323-0763
Telephone Number of Proposer

Gerald K. K...
Signature of Proposer

BID BOND

KNOW ALL BY THESE PRESENTS, That we, BFI Waste Systems of North America, Inc.

of 14905 S. San Pedro, Gardena, CA 90248 (hereinafter called the Principal),

as Principal, and National Fire Insurance Company of Hartford

(hereinafter called the Surety), as Surety are held and firmly bound unto County of Los Angeles for Lennox Garbage Disposal
District

(hereinafter called the Obligee) in the penal sum of One Hundred Forty Thousand and 00/100 -----
----- Dollars (\$ 140,000.00)
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal
to the Obligee on a contract for Exclusive Residential and Commercial Solid Waste Services Contract

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be
specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful
performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 6th day of March, 2003.

Richard Covington
Richard Covington Witness

BFI Waste Systems of North America, Inc. (Seal)
Sandra Parker Principal
Sandra Parker, Attorney-In-Fact Title

Mary Ann Garcia
Mary Ann Garcia Witness

National Fire Insurance Company of Hartford
By Melissa Haddick
Melissa Haddick, Attorney-in-Fact

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM FOR RENEWAL OF CONTRACT**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: BFI Waste Systems of North America, Inc		
Company Address: 14905 So. San Pedro Street		
City: Gardena	State: CA	Zip Code: 90248
Telephone Number: 310 323-0763		
(Type of Goods or Services): Solid Waste Mgt. Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

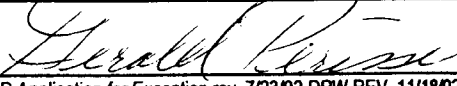
Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Gerald Perissi	Title: Division General Manager
Signature: 	Date: 2/4/03



COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4 percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE ...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. October 2000)

Have You Told Your Employees About the Earned Income Credit (EIC)?



What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2000 are less than \$31,152 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2001.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and Pub. 596, Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.

Note: An employee **cannot** claim the EIC if he or she files Form 2555 or Form 2555-EZ (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 cannot claim the EIC unless he or she is married to a U. S. citizen or resident and elects to be taxed as a resident alien for all of 2000.

- The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). Earned income for this purpose does not include amounts paid to inmates in penal institutions for their work.
- The employee's filing status is any status **except** married filing a separate return.
- The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.
- For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.



County of Los Angeles

Vision

Our ***purpose*** is to improve the quality of life in the County of Los Angeles by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities.

Our ***philosophy*** of teamwork and collaboration is anchored in our shared values:

responsiveness
professionalism
accountability
compassion
integrity
commitment
a can-do attitude
respect for diversity

Our ***position*** as the premiere organization for those working in the public interest is established by:

a capability to undertake programs that have public value,

an aspiration to be recognized through our achievements as the
model for civic innovation,

a pledge to always work to earn the public trust.

January 30, 2003

Report of Debarred Vendors

Note: The County may terminate any or all of the debarred vendor's existing contracts with the County. Contact the designated Department Contact Person for specific information concerning a debarred vendor and/or contract.

Instructions: Scroll through list. Listing is alphabetical by vendor name and sub-sorted numerically by contract number.

- Click a Vendor Name to toggle to Vendor Detail report.
- Click a Principal Owner to toggle to Principal Owners and Linked Vendor Name/Contracts report.
- Click a Contract Number and toggle to the Contract Detail report.
- Click on an Awarding Dept and toggle to the Contract Database Monitor Detail report.
- Click on a Dept Contact Person to toggle to the Dept Contact Person Detail report.

Note: Denied/repealed pending Board approval contracts are not included in this report.

Vendor Name: A One Building
Principal Owners: Kenneth Ahn
Debarment Start June 20, 2000
Debarment End Date: June 19, 2003

Contract Number: 68788
Status: Closed (Other)
Lead Contractor
Awarding Dept: Public Library
Dept Contact Person: Longoria, Rosario

Contract Number: 70913
Status: Closed (Other)
Lead Contractor
Awarding Dept: Public Library
Dept Contact Person: Longoria, Rosario

Contract Number: 71839
Status: Closed (Other)
Lead Contractor
Awarding Dept: Public Library
Dept Contact Person: Longoria, Rosario

Vendor Name: SHOBIE ENTERPRISES DBA SEAHAWK
Principal Owners: Shamir Ahmad Qazi
Debarment Start April 30, 2002
Debarment End Date: April 30, 2005

Contract Number: CA16-P002-014/MD

Status: Closed (Other)

Sub-contractor

Awarding Dept: Community Development Commission/ Housing Authority

Dept Contact Person: Nishimura, Bob

**no shame.
no blame.
no names.**

**now there's a way to
safely surrender your baby**



The Safety Surrendered Baby Law A Designated Safe Haven For Newborns

In California, the Safety Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE

(877) 222-9723

babysafela.org



**State of California
Gray Davis, Governor**

**Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Seear, Director**



**Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Wonna Bradshaw Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District**

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

sin pena. sin culpa. sin nombres.

**ahora hay una manera para entregar
a su bebé sin ningún peligro**



Salvo: Cómo Entregar A Su Bebé Sin Ningún Peligro Un refugio seguro y confidencial para los recién nacidos.

La ley sobre cómo entregar a su bebé sin ningún peligro permite que una persona entregue a su bebé sin tener miedo de ser arrestada o recibir enjuiciamiento siempre y cuando el bebé no haya sufrido abuso o negligencia. No requiere que se proporcione ningún nombre ni otra información al momento que se entregue el bebé. Permite que los padres entreguen a su bebé, antes de que pasen tres días de su nacimiento, en la sala de emergencia de un hospital u otros lugares designados como refugios seguros en California. El bebé se colocará en un hogar de crianza temporal o en un hogar pre-adoptivo.

En California, nunca nadie tiene que volver a abandonar a un bebé.

En el Condado de Los Angeles:

(877) BABY SAFE

(877) 222-9723

babysafela.org



Estado de California
Gray Davis, Governor
Secretaría de Salud y Servicios Humanos
Granilad Johnson, Secretary
Departamento de Servicios Sociales
Rita Saenz, Director



Junta de Supervisores del Condado de Los Angeles
Gloria Lofgren, Supervisora del Primer Distrito
Vonne Britton-Walker Burke, Supervisora del Segundo Distrito
Zev Yaroslavsky, Supervisor del Tercero Distrito
Don Knabe, Supervisor del Cuarto Distrito
Michael D. Antonovich, Supervisor del Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Contractor/Principal)

as principal, and _____
(Surety)

as surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter "County"), in the sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The conditions of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for the

and is required by said County to give this bond in connection with the execution of said contract:

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this _____ day of _____ 20____

(Contractor/Principal) _____
(Surety)

By _____ By _____
Its Its Attorney-in-fact

By _____ By _____
Its Its Attorney-in-fact

By _____
Its

By _____
Its

EXHIBITS

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
LENNOX GARBAGE DISPOSAL DISTRICT

SOLID WASTE MONITORING AND REPORTING FORMS

COMPANY NAME
ADDRESS
PHONE NUMBER
CONTACT PERSON

REPORTING PERIOD (MONTH/YR)

CATEGORY	MATERIAL TYPE	RESIDENTIAL (TONS)		COMMERCIAL (TONS)		INDUSTRIAL (TONS)	
		DIVERSION	DISPOSAL	DIVERSION	DISPOSAL	DIVERSION	DISPOSAL
PAPER	CORRUGATED CARDBOARD						
	MIXED PAPER						
	NEWSPAPER						
	HIGH GRADE LEDGER						
	OTHER PAPER						
PLASTICS	HIGH DENSITY POLYETHYLENE (HDPE)						
	POLYETHYLENE TEREPHTHALATE (PET)						
	FILM PLASTICS						
	OTHER PLASTIC						
	REFILLABLE BEVERAGE GLASS						
GLASS	CA REDEMPTION VALUE GLASS						
	OTHER RECYCLABLE GLASS						
	OTHER NON-RECYCLABLE GLASS						
	ALUMINUM CANS						
	BI-METAL CONTAINERS AND TIN CANS						
METALS	FERROUS METALS						
	NON-FERROUS METALS (INC ALUMINUM SCRAP)						
	WHITE GOODS						
	LEAVES						
	GRASS						
YARD WASTE	PRUNINGS						
	FOOD WASTES						
	TIRES AND RUBBER PRODUCTS						
	WOOD WASTES						
	AGRICULTURAL CROP RESIDUES						
OTHER ORGANICS	MANURE						
	TEXTILES AND LEATHER						
	INERT SOLIDS (CONCRETE, BRICK, SAND)						
	HOUSEHOLD HAZARDOUS WASTE AND CONTAINERS						
	ASH						
OTHER WASTE	SEWAGE SLUDGE						
	INDUSTRIAL SLUDGE						
	ASBESTOS						
	AUTO SHREDDER WASTE						
	AUTO BODIES						
SPECIAL WASTE	OTHER SPECIFIC WASTES						

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
LENNOX GARBAGE DISPOSAL DISTRICT**

DIVERSION REPORTING FORM

CATEGORY	FACILITY MATERIALS TAKEN TO	TYPE OF PROCESSING
REFUSE	Name of Facility Address City State Zip Code	
PAPER	Name of Facility Address City State Zip Code	
PLASTICS	Name of Facility Address City State Zip Code	
GLASS	Name of Facility Address City State Zip Code	
FERROUS METALS	Name of Facility Address City State Zip Code	
NON-FERROUS METALS	Name of Facility Address City State Zip Code	
YARD WASTE	Name of Facility Address City State Zip Code	
OTHER ORGANICS	Name of Facility Address City State Zip Code	
OTHER WASTE	Name of Facility Address City State Zip Code	
SPECIAL WASTE (Including white goods)	Name of Facility Address City State Zip Code	

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
LENNOX GARBAGE DISPOSAL DISTRICT
SOLID WASTE MANAGEMENT MONITORING AND REPORTING FORM**

Contractor's Name: _____

Phone Number: _____

Contact Person: _____

Reporting Period: _____

Category	Number of Customers Participated	Participation Rate (%)		
		Curbside Recycling	Green Waste	Christmas Trees*
Single-Family Residence				
Multi-Family Residence				
Commercial and Industrial Establishment				

* If applicable

REFUSE UNITS FOR VARIOUS PROPERTY USES LENNOX GARBAGE DISPOSAL DISTRICT

Page 1 of 4

Current Property Use Classification	Refuse Units
Vacant residential parcels (more than 15 feet in width)	0.5
Single residential units	1
Duplex, double or two units	2
Three residential units (any combination)	3
Four residential units (any combination)	4
Five or more residential units (per unit)	1
Modular homes	1
Rooming houses	1
Mobile home parks	5
Vacant commercial land	0.5
Vacant commercial establishments	1
Miscellaneous commercial	2
Stores	3
Store and office combinations	4
Store and residential combinations	4
Supermarkets	4
Markets, less than 6,000 square feet	2
Shopping centers (neighborhood and community)	18
Shopping centers (regional)	18

REFUSE UNITS FOR VARIOUS PROPERTY USES LENNOX GARBAGE DISPOSAL DISTRICT

Page 2 of 4

Current Property Use Classification	Refuse Units
Office buildings	5
Hotels -- 50 rooms and over	5
Motels -- 5 units and over	5
Motel/hotel and apartment combinations	7
Professional buildings	5
Restaurants	6
Wholesale and manufacturing outlets	2
Banks, savings and loan	2
Service shops, laundries, radio and TV repair	3
Service stations, full-service	3
Service stations, self-service	2
Sales recreation equipment	3
Auto service shops (body and fender garage)	3
Used car sales	2
Car wash	3
Parking lots (commercial use properties)	1
Animal kennels	5
Nurseries or greenhouses	10
Vacant industrial land	0.5
Vacant industrial establishments	1
Miscellaneous industrial	2

REFUSE UNITS FOR VARIOUS PROPERTY USES LENNOX GARBAGE DISPOSAL DISTRICT

Page 3 of 4

Current Property Use Classification	Refuse Units
Light manufacturing	4
Vacant heavy manufacturing	1
Heavy manufacturing	2
Warehousing, distribution or storage --	
Under 10,000 square feet	4
Warehousing, distribution -- Over 10,000 square feet	5
Food processing plants	6
Motion picture, radio and TV industries	2
Lumberyards	2
Mineral processing	2
Parking lots (industrial use properties)	1
Open storage	2
Dairies	2
Theaters	3
Bowling alleys	5
Clubs, lodge halls and fraternal organizations	5
Auditoriums, stadiums and amphitheaters	5
Gymnasiums and health spas	2
Skating rinks	5
Churches	1

**REFUSE UNITS FOR VARIOUS PROPERTY USES
LENNOX GARBAGE DISPOSAL DISTRICT**

Page 4 of 4

Current Property Use Classification	Refuse Units
Church parking lots	0.5
Private schools	3
Hospitals	5
Homes for the aged and others	3
Cemeteries and mausoleums	3
Mortuaries, funeral homes	10
Utility, pumping plants, state assessed properties	1
Petroleum and gas	1

SECTION 9
ADDITIONAL INFORMATION





FAX COVERSHEET

To: Tina Clark/County of LA **From:** Barbara J. Zwart

Fax: 626/307-2500 **Pages:** 14

Phone: **Date:** 3/20/03

Re: Lennox Clarifications **cc:**

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Should you have any questions, feel free to call me at any time (310) 323-0763 x3216.

Thanks!

March 20, 2003

Mr. James A. Noyes, Director
County of Los Angeles
Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803-1331

Re: Proposal for Lennox Garbage Disposal District

Dear Mr. Noyes:

This letter is in response to the clarification/expansion information that you requested we send in regards to our proposal for the Refuse/Recycling contract in the Lennox Garbage Disposal District. Our responses are as follows:

1.
 - A. Did not specify that unlimited collection of refuse, recyclables, and green waste would be collected from all residences, multi-family residences, businesses, and commercial/industrial establishments under Alternatives A, B, and C.

Hauler #2 acknowledges that should we be selected, we would be required under the contract with the County of Los Angeles, Lennox Garbage Disposal District, to make automated collection of refuse, recyclables, and green waste in unlimited amounts from residences, multi-family residences, businesses, and commercial/industrial establishments under Alternatives A, B, and C.

- B. Did not specify that containers under Alternatives A, B, and C would be provided free of charge to all residences and multi-residences.

Hauler #2 acknowledges that should we be selected, we would provide a sufficient number of containers (96 gallon, 64 gallon) free of charge to all residences and multi-family residences, under Alternatives A, B, and C.

2.

With respect to the Recycling and Green Waste Education Program, the bid proposal did not address how it would be applied to Alternative B and C.

The following will apply to Alternatives A, B, and C!

Alternative A – 3 Cart Service for separation of refuse, recyclables, and green waste.

Alternative B – 2 Cart Service for co-mingled refuse and recyclable materials and separation of green waste.

Alternative C – 2 Cart Service for commingling of all refuse, recyclable material and green waste.

The following applies to all three alternatives:

On July 1, 2003, Hauler #2 will provide a recycling and green waste education program, to announce and promote the District's collection services provided to all residences, multi-family residences, businesses and commercial/industrial establishments within the district. Information provided will include the quantity of recoverable recyclable materials, by weight, volume, and final destination of recovered materials (if requested by the Director/Designee), the quantity of material (by material type) collected from residences, multi-family residences, businesses, and commercial/industrial establishments within the district to promote, on an ongoing basis, participation in the district's recyclable materials, green waste, and Christmas tree collection services (recycling services), special collection services, and Annual Cleanup Program, as well as other related activities for waste diversion. The program is to promote recognition in the community for the need, benefits, and availability of recycling services.

The program will include, but not be limited to the following elements:

- Semi-annually, Hauler #2 will inform each district residence, multi-family residence, business, and commercial/industrial establishment of the purpose and necessity of recycling, the date of commencement of each recycling service, and the method and schedule of collection. This information will be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment by a door-to-door delivery service hired by Hauler #2 at Hauler #2's own expense.
- To ensure the success of the District's recycling and green waste collection program, within three months after commencement of this contract, and thereafter during July of each year for the duration of this contract, Hauler #2 will conduct and complete a survey to identify the participation rates in the district's recycling and green waste collection programs for the residential, multi-family residential, commercial sectors of the district. The survey will also identify recycling materials being collected by type and quantity from

the residential, multi-residential, and commercial sectors of the District. Based on results of the survey, Hauler #2 will prepare a report summarizing the status of the district's recycling and green waste collection program, identifying existing and potential operational problems of the recycling program, if any, and recommending appropriate strategies and activities for implementation through public education and/or other public outreach mechanisms to enhance, improve, and promote the district's recycling and green waste collection program in an effort to increase the participation rate. Hauler #2's annual report will be submitted to the Director/Designee for review and approval no later than 30 days after completion of the survey each year.

- Upon approval by the Director/Designee, all the public outreach strategies and activities for improving the district's participation rate as recommended by Hauler #2 in each year's report will be implemented by Hauler #2 as a part of this contract at Hauler #2's own expense.
- Semi-annually, Hauler #2 will inform all residences, multi-family residences, businesses, and commercial/industrial establishments as to the quantity of recyclable materials and green waste (and Christmas trees, if applicable) collected and diverted from landfills and transformation facilities. This information will be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment either through the U.S. Post Office with postage prepaid or by a door-to-door delivery service hired by Hauler #2 at Hauler #2's own expense.
- Quarterly, Hauler #2 will inform all residences, multi-family residences, businesses, and commercial/industrial establishments of the process to be used to receive special collection services, as outline in Part I, Section 2.D.9, Special Collection Services. The information will be given, in writing, to each residence, multi-family residence, business, and commercial/industrial establishment either through U.S. Post Office with postage prepaid or by a door-to-door delivery service hired by Hauler #2 at Hauler #2's own expense. In addition, semi-annually, the above-described information will be published in one or more newspapers of general circulation in the District.
- During December of each calendar year, Hauler #2 will also inform each residence, multi-family residence, and commercial/industrial establishment within the district of the Christmas tree collection service. The notice will contain the commencement date of the Christmas tree collection service, schedule, and method. Each publication and notification will also contain Hauler #2's name and telephone number, and the telephone number of Public Works. Hauler #2 will, at its own expense, provide such notices by having the above information about the Christmas tree collection service published in one or more newspapers of general circulation within the district, and by written notice forwarded through the U.S. Postal Service, or forwarded by a

door-to-door delivery service to each residence, multi-family residence, and commercial/industrial establishment within the district, at least one week prior to the scheduled Christmas tree collection.

All publication and notifications will adhere to the guidelines outlined in Part 1, Section 2.D.10, Published and Written Notices.

- On an ongoing basis, Hauler #2 will conduct meetings with the owners/managers and/or Homeowner Associations of multi-family residences within the district, individually or in groups, to discuss the district's recycling program with specific focus on promoting the awareness and importance of the district's recycling program and the increase in the participation rate among multi-family residences in the District's recycling program.
- On a quarterly basis, Hauler #2 will provide the Director/Designee with a progress report summarizing Hauler #2's outreach efforts for promoting the district's recycling program among multi-family residences in the previous three months. This report will include, but not be limited to information such as the number of owners/managers of multi-family residences and/or Homeowner Associations with whom Hauler #2 met individually or in groups in the previous three months, and dates and places of the meetings, topics of discussion, agenda of the meetings, if applicable, attendees of the meetings including names, titles, and addresses of the multi-family residences, minutes of the meetings, and suggestions which could enhance the operation and effectiveness of the District's Recycling Program. The first report will be submitted to the Director/Designee within 15 days at the conclusion of the first three-month period after commencement of this contract on July 1, 2003. Thereafter, the quarterly report will be submitted with 15 days at the conclusion of each and every three-month period for the duration of this contract.
- At least one month prior to July 1, 2004, Hauler #2 will inform commercial food establishments within the District of the District's food waste composting service, date of commencement of the service, and the method and schedule of collection. This information will be given, in writing, to each commercial food establishment either through the U.S. Postal Service or by a door-to-door delivery service hired by Hauler #2 at Hauler #2's own expense. The notification will adhere to the guidelines outlined in Part 1, Section 2.D.10, Published and Written Notices.

3.

A. Fee Schedule for extra containers

We were unable to find a fee schedule form in the RFP, so we added the price for extra containers at the bottom of the price schedule sheets (1-84, 1-85). The price for extra containers will be \$2.75 per container.

- B. Fee schedule for extra special clean-up projects.

Extra special clean-up projects will cost \$100 per hour for labor and \$27.00 per ton for disposal costs.

- C. A copy of the Solid Waste Facility Permit for the proposed materials recovery facility used for Alternative B and C.

A copy of the permit is enclosed. Falcon Processing and Transfer Station is presently under review for a 5-year extension. The 5-year permit review report is also enclosed.

- D. Copy of the Waste Collector Permit (the submitted permit was expired and need an updated version)

Updated Waste Collector Permit is enclosed.

I believe that we have provided you with all of the information that you requested. Should you have any questions, or require any additional information, feel free to call me at any time (310) 323-0763 x 3201.

Cordially,

General Manager

SOLID WASTE FACILITY PERMIT

1. Facility Permit Number:

19-AR-0302

Name and Street Address of Facility:

Falcon Refuse Center
3031 East "I" Street
Wilmington, CA 90744

3. Name and Mailing Address of Operator:

BFI of California, Inc.
2201 E. Washington Blvd.
Los Angeles, CA 90021

4. Name and Mailing Address of Owner:

BFI of California, Inc.
9188 Glenoaks Blvd., Suite 300
Sun Valley, CA 91352**5. Specifications:****a. Permitted Operations:**

- ☐ Composting Facility (mixed wastes)
☐ Composting Facility (yard wastes)
☐ Landfill Disposal Site
☐ Materials Recovery Facility

- ☐ Processing Facility
☒ Transfer Station (Large Volume)
☐ Transformation Facility
☐ Other: _____

VALID PERMIT**b. Permitted Hours of Operation:**

Material Acceptance/Refuse Transfer 6:00 a.m. - 6:00 p.m., Monday - Saturday
 Material Processing 24 hours per day, Monday - Saturday
 Closed Sundays

c. Permitted Tons per Operating Day:

	Total:	1,850 Tons/Day
Non-hazardous - Refuse		1,850 Tons/Day
Non-hazardous - Sludge		N/A Tons/Day
Non-hazardous - Commingled Recyclables		Included Tons/Day
Non-hazardous - Other (See Section 14 of Permit)		N/A Tons/Day
Designated Waste (See Section 14 of Permit)		N/A Tons/Day
Hazardous Waste (See Section 14 of Permit)		N/A Tons/Day

d. Permitted Traffic Volume: (Allowed in the April, 1980 Traffic Study)

	Total:	N/A Vehicles/Day
Incoming Waste Materials		N/A Vehicles/Day
Outgoing Waste Materials (for disposal)		N/A Vehicles/Day
Outgoing Materials from the materials recovery operations:		N/A Vehicles/Day

e. Key Design Parameters (detailed parameters are shown on site plans):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (acres)	5.7 a	N/A	5.7 a	Included	N/A	N/A
Design Capacity		N/A	3,500 tons per day (t/d)	Included	N/A	N/A
Max. Elevation (ft. MSL)		N/A				
Max. Depth (ft. BGS)		N/A				
Estimated Closure Date		N/A				

This permit is granted solely to the operator named above and is not transferable. Upon change of operator, this permit is no longer valid. Furthermore, upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

6. Approval:

Approving Officer Signature

Lillian Y. Kawasaki, General Manager
Name/Title

7. Local Enforcement Agency Name and Address:

City of Los Angeles
Environmental Affairs Department
201 N. Figueroa Street
Suite 200 Mail Stop 248
Los Angeles, California 90012

8. Received by CIWMB: June 17, 1997

9. CIWMB Concurrence Date: July 16, 1997

10. Permit Review Date: November 17, 2000

11a. Permit Issue Date: JUL 23 1997

SOLID WASTE FACILITY PERMIT	Facility Name: FALCON REFUSE CENTER	
	SWFP No.: 19-AR-0302	Page 2 of 5

VALID PERMIT

12. Legal Description of Facility (Refer to Site Location Map, as shown in RSI page 2A):
See Report of Station Information, dated August 22, 1996, Page 2, Site Location Discussion and Page 2A, Site Location Map.

13. Findings:

- A. This Permit is consistent with the County Solid Waste Management Plan and an amended Finding of Conformance was approved on October 15, 1992 by the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force. [Public Resources Code (PRC), Section 50000 (a)(1)].
- B. This Permit is consistent with standards adopted by the California Integrated Waste Management Board (CIWMB). [PRC, Section 44010].
- C. Salvaging and recycling operations will be conducted as part of this facility's operation. Permit provisions applying to salvage operations at the site are provided under the "Conditions" portion of this permit. This facility has a diversion rate of approximately 10 percent of incoming waste at the facility. Recovered wood, cardboard, paper, glass, metal, and plastics are baled or loaded loose into trailers or roll off containers for shipment to markets.
- D. The design and operation of the facility is in compliance with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Local Enforcement Agency (LEA) during the inspection of September 22, 1995.
- E. The local fire protection agency, the Los Angeles City Fire Department, has determined that the facility is in conformance with applicable standards as required in PRC, Section 44151.
- F. A Negative Declaration (# PW-344-80) dated May 20, 1980 was filed with the City Clerk's Office on May 22, 1980 pursuant to PRC, Section 21081.6. A Categorical Exemption, Class 1, Category 14 under the City of Los Angeles CEQA Guidelines has been filed with the County Clerk for issuing a SWFP to the existing solid waste transfer station.
- G. The facility is located in an area of the City of Los Angeles which is designated as an M-3-1 zone, heavy industrial. Operation of a solid waste transfer station is allowed in M-3 zones. Land within 1,000 feet of this facility is zoned M-3-1 and M-2A (City of Long Beach), and is compatible with the facility. [PRC, Section 50000.5 (a) and 50000.5 (b)].
- H. Based on the current Report of Station Information (RSI), dated August 22, 1996, the LEA is satisfied that this facility will provide measures to adequately control noise levels, gas/odor nuisances, traffic congestion, litter nuisances, and vectors such that there will be no significant impact on the adjacent land users.
- I. Wastes which can be received at this facility are "Nonhazardous Solid Waste" as defined by California Code of Regulations, Title 23, Chapter 3, Subchapter 15, Section 2523, adopted 11/26/84, which includes: Residential, Commercial, Industrial and Demolition waste. These wastes are currently disposed of at the Azusa Landfill, Sunshine Canyon Landfill, Puente Hills Landfill, or Bradley Landfill. However, waste can be disposed of at alternative permitted disposal sites.

14. Prohibitions:

The permittee is prohibited from accepting any liquid waste sludge, non-hazardous wastes requiring special handling, designated waste or hazardous waste unless such waste is specifically listed below, and unless the acceptance of such waste is authorized by all applicable permits. Hazardous or designated waste found as a result of the Hazardous Waste Screening Program may be stored at the facility awaiting removal for a maximum of 90 days. In the event that hazardous or suspected hazardous wastes are brought into the facility, the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in Section IIID of the RSI (Material Handling Activities).

The permittee is additionally prohibited from the following items or activities:

- Acceptance of Liquid Waste, containerized or not,
- Scavenging or Open Burning,
- Acceptance of Sewage Sludge, or Septic Tank Pumpings, Slurries, Untreated Medical Waste, Dead Animals,
- Acceptance of waste between the hours of 6:00 p.m. and 6:00 a.m. Monday through Saturday unless otherwise authorized by the Local Enforcement Agency. Should circumstances arise beyond control of the operators, extended hours for accepting refuse may be granted on an as needed basis but must be requested from the LEA at least 24 hours before the day of said extension.
- Transfer trailers shall not enter or leave the facility between the hours of 9:00 p.m. and 4:00 a.m. without prior approval from the LEA.

15. The following documents also describe and/or restrict the design and operation of this facility:

	Date:		Date:
■ Report of Station Information (RSI)	August 22, 1996	<input type="checkbox"/> Summary of Contract Agreement - operator and contract	N/A
<input type="checkbox"/> Land Use Permits and Zone Variance	N/A	<input type="checkbox"/> Waste Discharge Requirements	N/A
<input type="checkbox"/> Air Pollution Permits and Variances	N/A	■ Local & County Ordinances	Municipal Code
■ Negative Declaration (#PW-344-80)	May 20, 1980	<input type="checkbox"/> Final Closure & Post Closure Maintenance Plan	N/A
<input type="checkbox"/> Lease Agreements - owner and operator	N/A	<input type="checkbox"/> Amendments to RSI	N/A
■ Finding of Conformance - LA Co SWTF	October 15, 1992	■ Storm Water Discharge Permit (#4B19S002467)	June 1, 1993
■ Finding of Consistency - LA City General Plan	April 28, 1980	<input type="checkbox"/> Industrial Waste Discharge Permit	N/A

SOLID WASTE FACILITY PERMITFacility Name: **FALCON REFUSE CENTER**SWFP No.: **19-AR-0302**

Page 3 of 5

VALID PERMIT

16. Self-Monitoring: Results of all self-monitoring programs as described in the RSI will be reported as follows:
(The monitoring reports are delinquent 30 days after the end of the reporting period)

Program:	Reporting Frequency:	Agency Reported To:
The quantities and types of hazardous wastes, untreated medical wastes, or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Monthly (Due two weeks after the end of each month)	LEA
All incidents of unlawful disposal of prohibited materials and the operator's actions taken. Indicate those incidents which occurred as a result of the random load checking program.		
Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints. (Notification to the LEA within one day following the complaint is also required.)		
The types and quantities of decomposable and inert wastes, including separated or commingled recyclables, received each day. The operator shall maintain these records on the facility's premises for a minimum of one year and made available to any Enforcement Agencies' personnel on request.		
Quantity and types of wastes salvaged/recycled per month and the final destination of these diverted materials.		
Final disposal site for transferred wastes.		
The number of vehicles using the facility per day.		
Reports of all special/unusual occurrences and the operator's actions taken to correct these problems.		
Monthly reports from a rodent and insect control program conducted by a licensed pest control company.	Quarterly	Los Angeles County Solid Waste Management Committee (CoSWMC)
Record of receipt of a Notice of Violation from any regulatory agency. In addition, the operator shall notify the LEA at once following receipt of a Notice of Violation or upon receipt of notification of complaints regarding the facility which have been received by other agencies.		
The facility operator/owner must provide notification, in writing, of the monthly waste quantity received during the past three months, amount of recycled materials, as well as final destination and quantity of solid waste hauled away.		
Notify the LEA and CoSWMC, in writing, of any change in name of operator or in control of ownership of land.	Within 10 Calendar Days of Event	CoSWMC and New Owner
Notify any new owner or operator by letter, a copy of which shall be filed with the LEA and CoSWMC, of the existence and terms of the Finding of Conformance.		

SOLID WASTE FACILITY PERMIT	Facility Name: FALCON REFUSE CENTER	
	SWFP No.: 19-AR-0302	Page 4 of 5

VALID PERMIT**17. LEA Conditions:****A. Requirements:**

1. This facility shall comply with all the State Minimum Standards for Solid Waste Handling and Disposal.
2. This facility shall comply with all federal, state, and local requirements and enactments including all mitigation measures given in any certified environmental document filed pursuant to the *Public Resources Code, Section 21081.6*.
3. The operator shall comply with all notices and orders issued by any responsible agency designated by the Lead Agency to monitor the mitigation measures contained in any of the documents referenced within this permit pursuant to the *Public Resources Code 21081.6*.
4. All recyclables shall be stored within designated areas in a neat and orderly manner so as not to generate litter, harbor vectors or pose a nuisance. Baled recyclables awaiting removal shall be stacked within designated areas. Recovered cans and bottles shall be stored in the recyclables storage area, as noted in the RSI, dated August 22, 1996, Section IIID Salvaging and Materials Recovery.
5. Information concerning the design and operation of this facility shall be furnished, in a timely manner, on request to the LEA.
6. The operator shall maintain a copy of this permit at the facility so it is available at all times to facility personnel and to Enforcement Agencies' personnel.
7. Signs shall be provided to ensure orderly and safe operation of the facility. The operator shall install and maintain signs at the entrance indicating the type of materials that are accepted.
8. The operator shall comply with the established Litter Control Program as outlined in Section IIIF of the RSI, dated August 22, 1996, and the approved Finding of Conformance, Attachment C. This program includes tarping requirements, containment of litter, site and facility clean-up and monitoring procedures. The operator shall ensure daily litter pick-up in addition to daily sweeping of the entire transfer facility.
9. The operator must provide additional dust control measures upon the request of the LEA, if such measures, as provided in the Report of Station Information (RSI), prove to be inadequate.
10. Noise levels at the property boundaries shall be in conformance with the City Municipal Code, Noise Regulation §111.03, which states that the maximum permissible ambient noise level for an M-3-1 Zone is 70 decibels. Approved hearing protection shall be provided for employees and visitors, if necessary.
11. The operator shall comply with all of the requirements of all applicable laws pertaining to employee health and safety.
12. All solid waste received at the facility shall be removed within 48 hours.

B. Provisions:

1. This permit is subject to review by the LEA and may be suspended, revoked or modified at any time for sufficient cause.
2. The LEA reserves the right to suspend or modify this permit when deemed necessary due to an emergency, a potential health hazard or the creation of a public nuisance.
3. The operator shall notify the LEA, in writing, of any proposed significant changes in the routine facility operation or changes in facility design during the planning stages. In no case shall the operator undertake any changes unless the operator first submits to the LEA a notice of said changes at least 150 days before said changes are undertaken, and those changes are approved by the LEA. Any significant change as determined by the LEA may require a revision of this permit.
4. A summary of all pilot projects must be submitted to the LEA in writing prior to the implementation of that pilot project. The LEA must approve all pilot projects before they can be implemented.
5. This permit is not currently transferable; a change in the operator may require a new permit.
6. In the event that any landfill proposed for final disposal of this facility's waste closes, denies, or limits access, the facility operator/owner must immediately notify the LEA to address the issue of handling and disposing of the permitted waste tonnage limit.
7. The facility currently has a recycling diversion rate of 10% of incoming waste materials. The operator shall make periodic evaluations of handling operations and incoming wastes to assess the feasibility of increasing the materials diversion rate.

SOLID WASTE FACILITY PERMITFacility Name: **FALCON REFUSE CENTER**SWFP No.: **19-AR-0302**

Page 5 of 5

VALID PERMIT**17. LEA Conditions****C. LEA Specifications:**

1. Operational controls shall be established to preclude the receipt and disposal of hazardous waste and volatile organic chemicals or other types of prohibited wastes. The operator shall comply with the approved Waste Load Checking Program as described in the Report of Station Information dated August 22, 1996. Any changes in this program must be approved by the LEA prior to implementation. The following Solid Waste Facility Permit conditions supplement those conditions:
 - (1) The minimum number of random waste vehicle loads to be inspected daily at this facility is one (1).
 - (2) The number of random incoming vehicle loads to be inspected each day is determined by the LEA and shall be related to the permitted daily volume of refuse received by the facility. The LEA reserves the right to increase the required number of incoming waste load inspections.
 - (3) The procedures and personnel training necessary for the load check program must be submitted and approved by the LEA. Visual inspections are to be performed by trained spotters and equipment operators. The LEA must review and approve this program and operation. Additional measures may be required upon the request of the LEA.
 - (4) In the event that hazardous or suspected hazardous wastes are brought into the facility, the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in Section IIID of the RSI (Material Handling Activities).
 - (5) Suspected hazardous wastes must be stored in the hazardous waste containment area, if they are stored overnight.
 - (6) It is the responsibility of the facility operator to dispose of any prohibited materials (hazardous or suspected hazardous materials, liquid, sludges, or medical wastes) in accordance with all local, state and federal regulations.
 - (7) Incidents of unlawful disposal of prohibited materials shall be reported monthly to the LEA as described in the monitoring section of this permit. In addition, the following agencies shall be notified immediately, after each occurrence, if applicable, of any incidents of illegal hazardous materials disposal:
 - (a) Los Angeles County Fire Prevention Bureau, Hazardous Materials Division at (213) 890-4317.
 - (b) Environmental Crimes Division, L.A. County District Attorney at (213) 974-6824.
 - (c) California Highway Patrol at (213) 736-2971.
2. The operator shall maintain a daily log of special/unusual occurrences. If there are no special occurrences for a given day, the day's entry shall read "none." Log entries shall include, but are not necessarily limited to:

Any loads refused entry into the facility, potentially live ammunition, fires, explosions, earthquakes, discharge of hazardous liquids or gases to the ground or the atmosphere, or significant injuries, accidents, or property damage.

Each of these log entries shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrences. The operator shall maintain this log at the facility so it is available at all times to site personnel and to the Enforcement Agencies' personnel. Any of these specified entries made in this log must be promptly reported to the LEA. Call the duty officer, City of Los Angeles, Environmental Affairs Department, at (213) 580-1082, Monday through Friday 8:00 a.m. to 5:00 p.m. For incidents occurring after hours, the operator shall call the pager number provided by the LEA. Only authorized personnel can make entries into this log. A summary of the Log of Special Occurrences shall be submitted to the LEA in an Annual Report. If a situation arises that cannot be handled by facility personnel, then 911 or another outside emergency agency appropriate for the situation as listed in Section IIIC of the RSI should be called. The LEA shall be notified immediately after the appropriate outside emergency agency has been notified.
3. The operator shall maintain, at the facility, accurate daily records of the weight and/or volume of refuse received. These records shall be made available for review by LEA and CWMB personnel and shall be maintained on site for a period of at least one year.
4. The permitted daily capacity of this facility is 1,850 tons per day. On no day shall more than 1,850 tons of nonhazardous solid wastes, including commingled recyclable materials, be received at this facility, unless permission is obtained from the LEA.
5. The operator shall wet-sweep the entire entrance/exit daily. All waste receiving areas shall be clean by 9:00 p.m. of each operating day. All water runoff from tipping floor wash downs must only drain into the on-site septic system.
6. The entire area within the permitted boundaries of the site must have adequate drainage control and be free of ponding water within 48 hours of rainfall.

<END OF DOCUMENT>

5 Year Permit Review Report

Falcon Refuse Center 3031 East I Street Wilmington, CA 90744	19-AR-0302	12 December 2002
Facility Name	Facility Number	Review Date
City of Los Angeles Environmental Affairs Department Local Enforcement Agency	Michael Mercado	
Enforcement Agency	Reviewer's Name (Type or Print)	Reviewer's Signature

Documents Reviewed

Document Name	Document Code*	Date	Updates
Solid Waste Facility Permit	SWFP	July 23, 1997	
Report of Transfer/Processing Facility Information	RFI	November 16, 2001	
Facility Weight and Volume Records	WVR	December 2001 - present	
Inspection Reports	IR	December 2001 - present	

Findings

Document Code	Page Number	Finding
SWFP	All	The operator is in conformance with the terms and conditions of the SWFP, therefore the current permit is in good standing with the LEA. Minor changes need to be made on the permit to more adequately reflect current business operations.
RFI	All	Minor changes in the transfer/processing operation with the planned incorporation of a sort line will need to be reflected in an updated RFI.
WVR	All	Weight and volume records indicate that the facility has been operating within the specified permit conditions.
IR	All	Weight and volume records indicate that the facility has been operating within stated permit conditions.

*The Document Code is any symbol you choose to represent the name of a document (e.g. EIR, RDSI, CUP, etc.)

☐ Check here if additional pages have been attached to this form.

Conclusions Re: Permit Status (Modification/Revision/Suspension/Revocation)

Minor changes in the facility's permit have occurred that need to be updated since the last review. Therefore, the LEA is directing the operator to submit an application for permit revision that more accurately reflects current operations.

Directives Given to Operator

Permit Action Required:
(Check One Box)

Documents to be Submitted:
(Check all applicable boxes)

☒ Submit Application for Permit Revision

☒ Updated RFI

☐ Submit Application for Permit Modification

☐ Financial Assurances

☐ Permit Suspension

☐ Periodic Site Review

☐ Permit Revocation

☐ CEQA Compliance

☐ Other (specify below)

☐ Preliminary Closure Plan

☐ Final Closure Plan

☐ Other (specify below)

cc: William Marciniak, CIWMB



COUNTY OF LOS ANGELES

Department of Health Services - Solid Waste Management Program

Waste Collector Permit

Under Provisions of County Ordinance Title 20

2003

COMPANY ID #	S0004
PERMIT FEE	\$5,521.00
VEHICLES PERMITTED	89
DATE OF ISSUE	03/05/03
EXPIRATION DATE	12/31/03

BFI OF CALIFORNIA, INC.-DIST. 121
P.O. BOX 2438
GARDENA, CA 90247


CHIEF, SOLID WASTE MANAGEMENT PROGRAM

Gerald Perissi
General Manager
BFI Waste Systems of North America, Inc.
14905 S. San Pedro Street
Gardena, Ca 90248

**BFI Waste Systems of
North America, Inc.**

(310) 323-0763 ext. 3201
(310) 323-6063 FAX
email: Gerald.Perissi@AWIN.com

To: Tina Clark

From: Gerald Perissi

Fax: 626-307-2500

Pages: 2

Date: 3-26-03

Re:

CC:

☐ **Urgent**

☐ **For Review**

☐ **Please Comment**

Please Reply

☐ **Please Recycle**

• **Comments:**

**LENNOX GARBAGE DISPOSAL DISTRICT
CLARIFICATIONS
MARCH 24, 2003
PAGE 1 OF 1**

HAULER NO. 2

1. Hauler No. 2 must clarify its proposed fee schedule according to the specifications as outlined in the RFP for the usage of extra containers for Alternatives A, B, and C. The RFP specifies that
 - a) The Contractor shall make automated collection of refuse, and the separate automated collection of recyclable materials, and green waste in unlimited amount from all residences, multi-family residences, vacant lots, and places of habitation within the District;
 - b) The one-time fee for each extra container shall only include the cost of the use of the container during the term of the Contract and shall not cover cost for the collection and disposal of refuse or collection and management of recyclable materials and green waste from the extra container; and
 - c) The fee for usage of each extra container shall be competitive with the current market rates, and shall not exceed 70 percent of the retail cost of the container.

For simplicity, it is recommended that Hauler No. 2 fill in the blank spaces below to address the above issue:

Alternative A

One-time fee for each extra 96-gallon refuse container = 2.75
One-time fee for each extra 64-gallon recycling or green waste container = 2.75

Alternative B

One-time fee for each extra 96-gallon refuse/recyclable container = 4.50
One-time fee for each extra 64-gallon green waste container = 2.75

Alternative C

One-time fee for each extra 96-gallon container = ~~2.75~~ 4.75

SECTION 9
ADDITIONAL INFORMATION



CNA INSURANCE COMPANIES

March 5, 2003

County of Los Angeles for Lennox Garbage Disposal District
900 S. Fremont Ave.
Alhambra, CA 91803

Principal: BFI Waste Systems of North America, Inc.
Bid Date: March 6, 2003
Description: Exclusive Residential and Commercial Solid Waste Services Contract

Dear Sir/Madam:

We, the National Fire Insurance Company of Hartford, hereby agree that in the event an award is made to BFI Waste Systems of North America, Inc., on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary Performance and Payment Bonds, that may be required.

Sincerely,

National Fire Insurance Company of Hartford



Melissa Haddick
Attorney-in-fact

attachment

CNA

For All the Commitments You Make

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Sandra Parker, Robert L. Bruce, Lisa A. Ward, William Martin, Leslie K. Hudgens, Jacqueline Kirk, Terri Morrison, Melissa Haddick, Tannis Mattson Donald R. Gibson., Individually

of Houston, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of January, 2003.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Michael Gengler
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 27th day of January, 2003, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



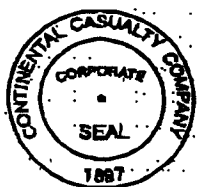
My Commission Expires September 17, 2006

Eliza Price
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois corporation, National Fire Insurance Company of Hartford, a Connecticut corporation, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this

5TH day of MARCH, 2003



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-In-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

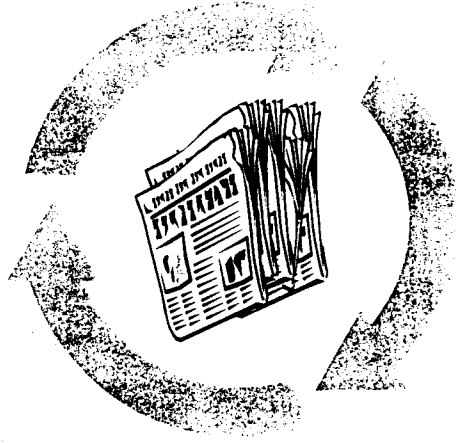
"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

¿Como trabaja el programa de reciclaje Negocios?

Proveemos botes con ruedas de 96 galones, o de 2 a 3 yardas que son colocados en una area conveniente en su propiedad.

Tambien proveemos botes de reciclaje mas pequeños para almacenar el material dentro de su oficinas.

Solo ponga todo el material reciclable dentro del bote pequeño. Cuando éste bote se llene, simplemente transfiera los reciclables al bote mas grande localizado afuera en su propiedad.



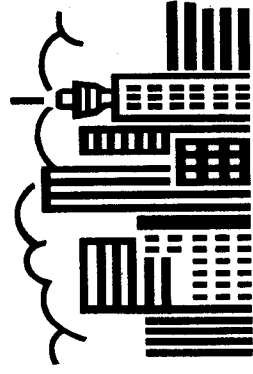
**PARA MAS INFORMACION
ACERCA DEL PROGRAMA
DE RECICLAJE PARA
NEGOCIOS DEL DISTRITO
DE BASURA DE
FIRESTONE, LLAME AL
DEPARTAMENTO DE
SERVICIO AL CLIENTE:**

**I 888 Pick BFI
I 888 742-5234**



**Distrito de
Colección de
Basura de
Firestone**

**Negocios
Reciclando**

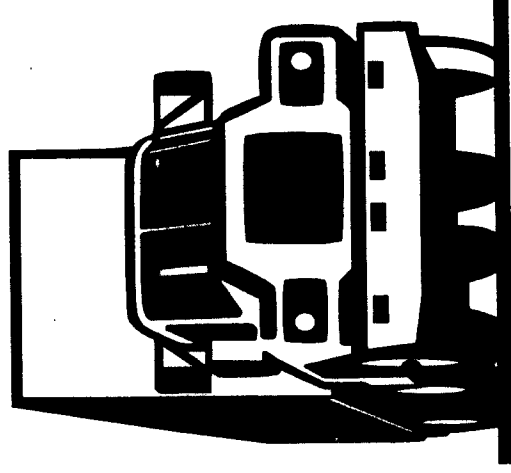


Imprimido de papel reciclado









¿Sabía usted que BFI ofrece servicio de reciclaje a Negocios?

Nosotros lo hacemos fácil para usted para reducir el material que va al basurero.





!Usted ni siquiera tiene que separar sus reciclables!



Reciclables Aceptables

-  Periódicos
-  Papel carta Blanco/Color
-  Basura del Correo
-  Revistas
-  Cartón
-  Latas de Aluminio
-  Botellas de Plastico
-  Botellas de Vidrio

Basura

-  Pañuelos de papel
-  Toallas de papel
-  Papel encerado
-  Hielo seco

RECICLAR:

Es Rápido

Es Fácil

¡Es lo Correcto!

¿PORQUE RECICLAR?

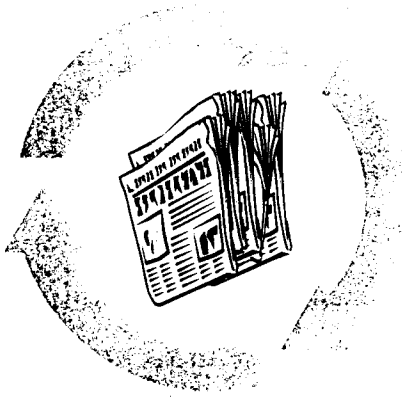
- Ahorra dinero en el pago de basura!
- Conserva los recursos naturales!
- ¡Ayuda al Condado de LA a lograr el mandato AB939 del Estado de desviar el 50% de todo el material del basurero!

How Does The Business Recycling Program Work?

We provide recycling containers, from 96 gallon wheeled carts, up to 3 yard bins. These containers are placed in a convenient area on your property.

We also provide residents with a smaller recycling bin in which to store the material inside your office.

Just place all acceptable recyclable material into the smaller bin. When the smaller bin is full, simply transfer the recyclables to the larger bin outside.

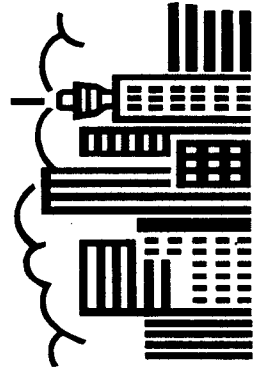


**Firestone
Garbage
Disposal District
LA County**

**Business
Recycling**

**FOR MORE INFORMATION
ABOUT FIRESTONE
GARBAGE DISPOSAL
DISTRICT'S BUSINESS
RECYCLING PROGRAM,
CALL OUR
CUSTOMER SERVICE
DEPARTMENT AT:**

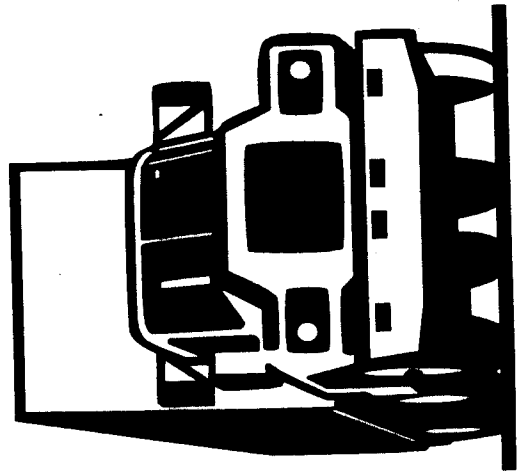
**I 888 Pick BFI
I 888 742-5234**



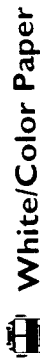
Did you know that **BFI** offers Recycling Services to Businesses?

We make it easy for you to reduce the amount of material going to the landfill!

You don't even have to sort your recyclables!



Acceptable Recyclables



White/Color Paper



Mixed Paper



Newspapers



Junk Mail



Magazines



Beverage Containers

Trash



Tissues



Paper Towels



Waxed Coated Paper



Styrofoam

RECYCLING:

It's Quick

It's Easy

It's the right thing
to do!

WHY RECYCLE?

- Save money on your trash bill
- Preserve natural resources
- Help the County of LA meet the AB939 State mandate to divert 50% of all material from the landfill!

NO MORE SORTING

Residents of the Firestone Garbage Disposal District of Los Angeles County:

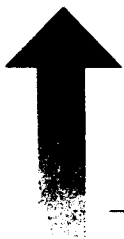
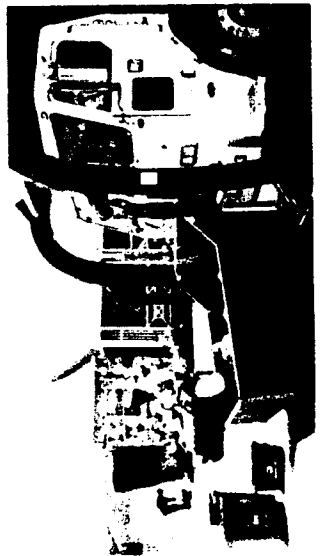
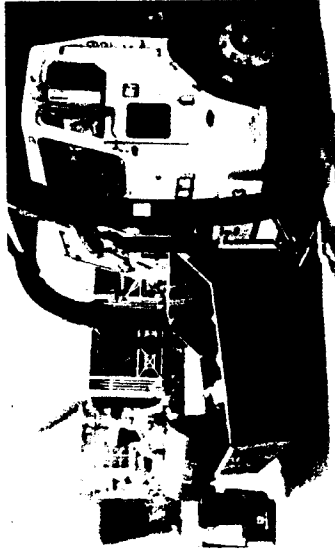
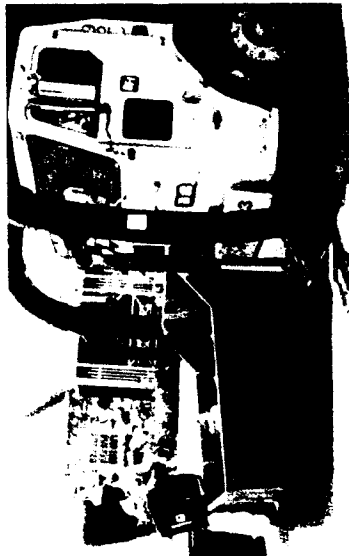
**You are no longer required to
separate your recyclables!
BFI picks up everything in one truck,
takes it to the Materials Recovery
Facility (MRF) and separates the
recyclables and green waste for you!**



1 888 PICK BFI
1 888 742-5234

BEFORE

**You were required
to Separate Your
Recyclables**



NOW

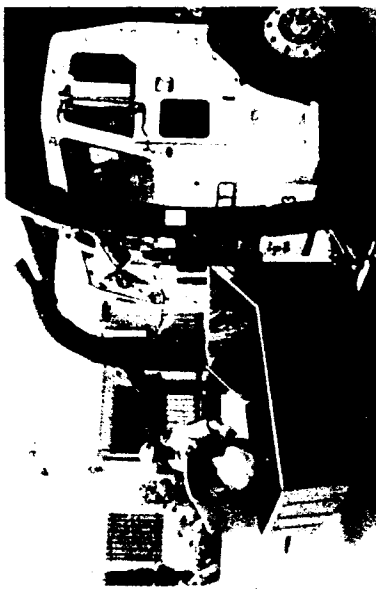
You place everything in Your Trash Can

NO MORE SORTING!

Residents of the Firestone Garbage Disposal District (GDD) *you are no longer required to separate your recyclables and green waste from the trash.*

THE PROCESS

BFI picks up all of your trash in one (1) truck and takes it to the Materials Recovery Facility (MRF). There, the recyclables and green waste are separated from the trash **for you!** The process used to recover recyclable materials and green waste includes a unique system of conveyors, screens, grinders, blowers, magnets and hand sorting. See the pictures on the back of this brochure.



All household solid waste (except hazardous wastes including batteries, pesticides, solvents, paints and waste oil) are deposited together in one container. The objective is to recover up to 50% of all discarded materials.

HOLIDAYS

BFI observes six holidays each year: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Service will be delayed one day following the holiday. Example: Thanksgiving Day is Thursday, so service will be Friday, Friday service will be Saturday.

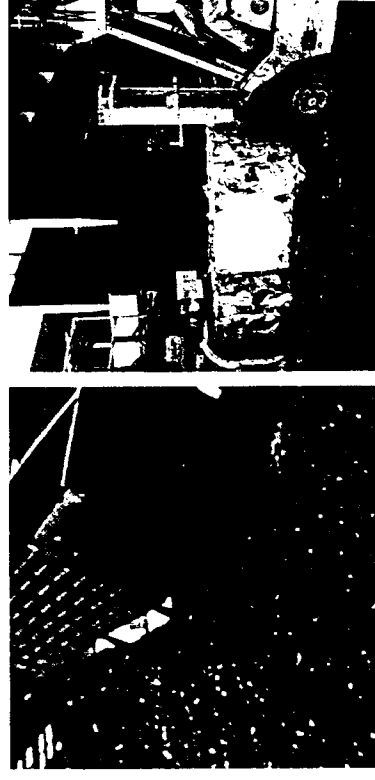
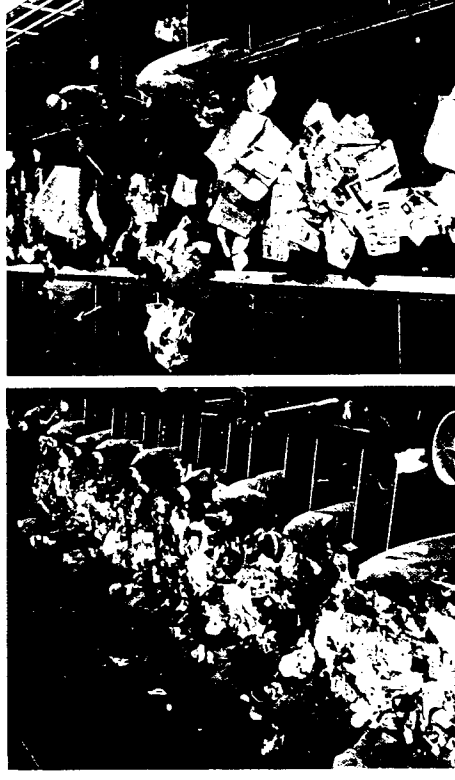
For more information please call:

BFI
1 888 PICKBFI
1 888 742-5234

LA County Public Works
1 800 404-4487

NO MÁS SEPARACIÓN

¡El Distrito de Colección de Basura de Firestone en el Condado de Los Angeles no requerirá separar los reciclables! ¡BFI recogerá todo en un camión y lo llevará a una Localidad de Recuperación de Materiales y Desperdicio Verde por usted!

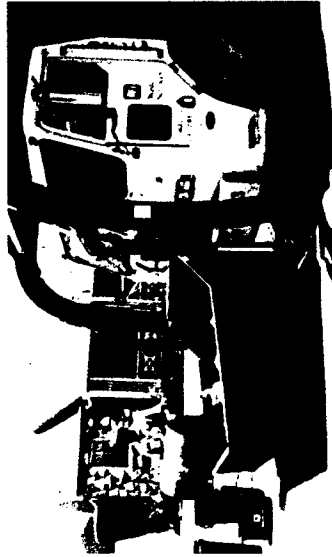
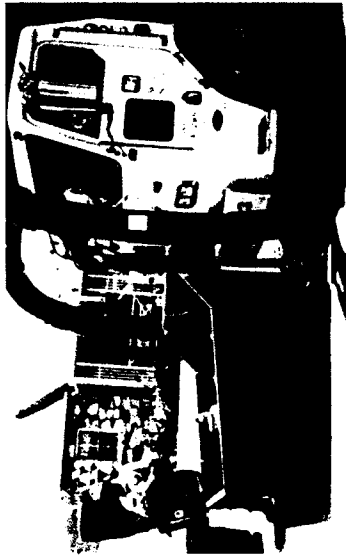


1 888 PICK BFI

1 888 742-5234

ANTES

**Usted tenía que
separar
reciclables.**



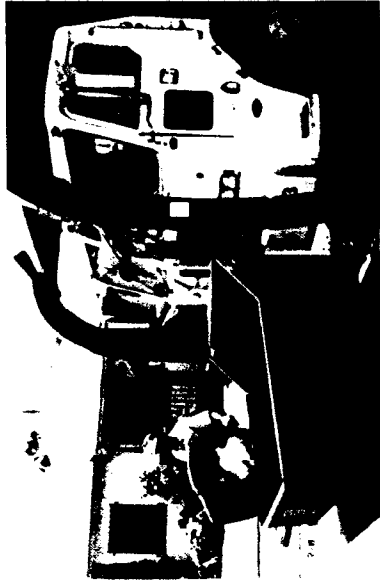
AHORA

**Usted puede poner todo en su
bote de basura**

NO MÁS SEPARACIONES!

Los residentes del Distrito de Colección de Basura de Firestone (GDD) *no necesitarán el separar los reciclables y el desperdicio verde, de su basura.*

Efectivo el lunes 2 de julio del 2001 Browning-Ferris Industries (BFI) comenzará a proveer a los residentes de Firestone (GDD) con servicios de colección mezclada. ¡BFI utilizará lo último en la tecnología para separar reciclables y desperdicio verde de la basura, sin que los residentes tengan que separar en tres recipientes diferentes. ¡Ahora lo único que usted necesita es poner todo en el mismo recipiente!



EL PROCESO

BFI recogerá toda su basura en un (1) camión y la llevará a una Localidad de Recuperación de Materiales (MRF). ¡En este lugar los reciclables y el desperdicio verde serán separados de la basura **i para de Usted!** El proceso de recuperación de los materiales reciclables y el desperdicio verde incluye un sistema único de bandas, mallas, revolvedoras, ventiladores, imanes y de selección hecha a mano de todo el material. Vea las fotos en la parte atras de este folleto.

DÍAS DE FIESTA

BFI cumple con seis días de Fiesta cada año: Navidad, Año Nuevo, Día Conmemorativo, Día de Independencia, Día del Trabajo y Día de Acción de Gracias. El servicio se atrasará un día debido al día festivo. Por ejemplo, el Día de Gracias es jueves, entonces el servicio se pospone hasta el viernes, y el servicio del viernes se realizará el sábado.

Para más información por favor llame:

BFI
1 888 PICKBFI
1 888 742-5234

DEPARTAMENTO DE OBRAS PUBLICAS
CONDADO DE LOS ANGELES
1 800 404-4487

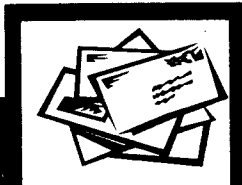
WANTED

WHO?

ALL BUSINESSES IN THE CITY OF ROLLING HILLS ESTATES

WHAT?

JUNK MAIL
MAGAZINES



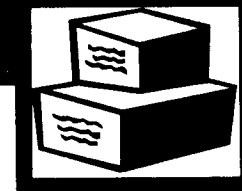
FOOD &
BEVERAGE
CONTAINERS



WHITE / COLOR
LEDGER PAPER



NEWSPAPERS



CARDBOARD

WHY SHOULD I RECYCLE?

- Preserve natural resources
- Save the trees
- Help your City meet the AB939 mandate to divert 50% of all recyclable material from the landfill.



For information call:
1 888 Pick BFI
1 888 742-5234

Printed on
recycled paper

USE EXTREME PARTICIPATION

**RECYCLING
AT WORK**



14905 S. San Pedro Street, Gardena, CA 90248
1 888 PICKBFI • 888 742-5234

RECYCLE THE FOLLOWING ITEMS:

Newspapers

Corrugated and Chipboard Boxes

High Grade Office Paper

(white, colored, computer, & copier paper)

Low Grade Paper

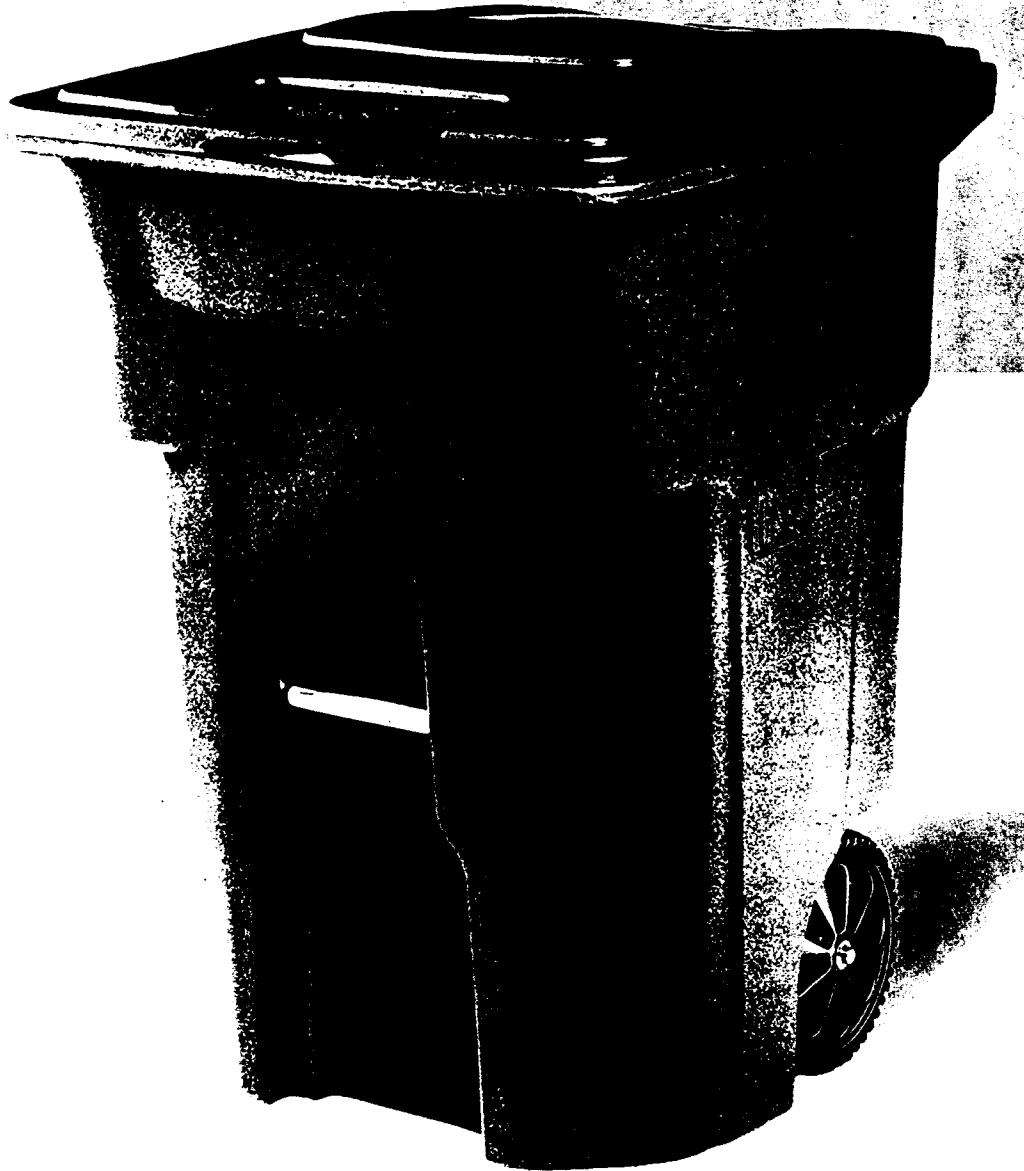
(magazines, junk mail, telephone books etc.)

Empty Food and Beverage Containers

(plastic/glass bottles and jars, aluminum/steel cans)

Printed on recycled paper

EVR™ II CARTS
UNIVERSAL/NESTABLE



Toter®
INCORPORATED

EVR™ II CARTS

At Toter, we listen to what our customers have to say.

You requested a universal cart compatible with both fully and semi-automated lifters, AND you asked for the same cart to be nestable (shipped fully assembled, including wheels, axles, lids, and stop bars). The EVR II Series are the ONLY carts available that are both Universal and Nestable and can be delivered to your door fully assembled, eliminating assembly time and drastically reducing your labor and delivery expenses. The EVR II Series is available in two sizes: the ever-popular 96 Gallon and new to the industry, an innovative 48 Gallon.

You requested a cart with superior stability and ease of use. Toter's EVR II cart has the industry's leading wind and automated set-down stability. Unlike competitive carts that are unnecessarily heavy and difficult to tilt, Toter carts are known for their convenience and effortless maneuverability.

You also requested that the cart be durable and long lasting, even in demanding applications. Toter's Rugged Rim™ adds rigidity to critical wear areas, such as the cart rim, while preserving flexibility within the cart body where it is needed to handle the day-to-day pressures of fully automated collection.

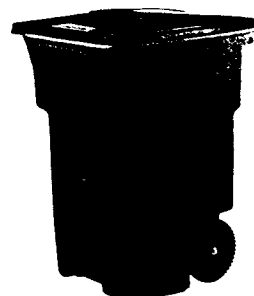
You asked for a cart that not only outperforms the competition but also carries a prolonged, virtually maintenance-free life expectancy. Toter's superior durability and low life cycle costs are possible due to our patented manufacturing process - Advanced Rotational Molding™. Rotationally molded carts have NO molded-in stress, unlike injection-molded carts, which are subjected to pressures upward of 20,000 psi during manufacturing. This extreme pressure creates high levels of internal stress that can cause injection carts to prematurely crack and break, rendering them useless. In contrast, Toter's Advanced Rotational Molding™ process produces durable, STRESS-FREE carts that don't break: they bounce back!

At Toter, we have heard your requests and we are proud to answer with our revolutionary new line of EVR II carts. Unprecedented in quality, superior in manufacturing, and unsurpassed in performance, they are truly "The World's Toughest Carts™".



NEW DESIGN FEATURES

- LARGE FOOTPRINT & AERODYNAMIC DESIGN CREATE INDUSTRY LEADING WIND & SET-DOWN STABILITY.
- PATENTED RUGGED RIM® PLACES EXTRA MATERIAL INTO CRITICAL WEAR AREAS FOR EXTENDED LIFE.
- TEXTURED SURFACE RESISTS SCRATCHES.
- GRANITE COLOR OPTIONS OFFER THE MARKET'S MOST POPULAR LOOK.



COLLECTION



- CARTS ARE COMPATIBLE WITH BOTH SEMI-AUTOMATED & FULLY AUTOMATED COLLECTION SYSTEMS.
- SUPERIOR MATERIAL & ADVANCED ROTATIONAL MOLDING MEAN NO CRACKING.
- SEMI-AUTOMATED CARTS ARE COMPATIBLE WITH ALL SEMI-AUTOMATED LIFTERS.
- FULLY AUTOMATED CARTS HAVE ROUND GRIPPING AREA TO BEST FIT AUTOMATED ARMS.



NESTABILITY

- FULLY ASSEMBLED, NESTABLE CARTS STACK INSIDE ONE ANOTHER TO MAXIMIZE STORAGE SPACE AND MINIMIZE DELIVERY COST.
- CARTS CAN BE DELIVERED FULLY ASSEMBLED AND READY-TO-ROLL™.

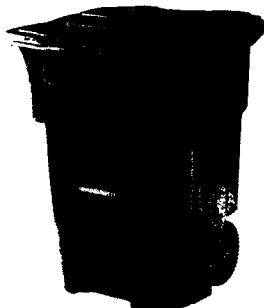


UNIVERSAL/NESTABLE CARTS

STANDARD COLORS

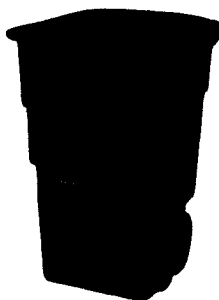


UPSCALE GRANITE COLORS AVAILABLE



96 GALLON UNIVERSAL/NESTABLE

Part	Description	Size (l x w x h)	Load Rating	Wheel Diameter
79296	96 gallon EVR II Cart	35.25" x 29.75" x 43.25"	335 lbs/151.9 kg	10"



64 GALLON UNIVERSAL/NESTABLE

Part	Description	Size (l x w x h)	Load Rating	Wheel Diameter
74564	64 gallon EVR Cart	31.50" x 24.00" x 41.75"	224 lbs/101.6 kg	10"



48 GALLON UNIVERSAL/NESTABLE

Part	Description	Size (l x w x h)	Load Rating	Wheel Diameter
79248	48 gallon EVR II Cart	28.75" x 23.50" x 37.50"	168 lbs/76.3 kg	10"

Toter[®]
INCORPORATED

PO Box 5338
841 Meacham Road
Statesville, NC 28687-5338

1-800-424-0422
www.toter.com



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **EP-4**

June 26, 2003

TO: Each Supervisor

FROM: James A. Noyes
Director of Public Works

ITEMS 34 AND 65, JULY 1, 2003, BOARD AGENDA LENNOX GARBAGE DISPOSAL DISTRICT

Items 34 and 65 relate to the solid waste collection and recycling services in the newly formed Lennox Garbage Disposal District. Approval of Item 34 is contingent upon approval of Item 65, since the ordinance provides the funding mechanism for the contract.

On November 21, 2002, the Los Angeles County Formation Commission submitted application and documentation to the State Board of Equalization to enable the District to begin providing services by July 1, 2003. The District formation was approved by 85 percent of the voters through a special mail-ballot election.

Item 65 – Annual Garbage Collection and Disposal Service Fee

This Item is to conduct a hearing on the adoption of an ordinance authorizing the collection of an Annual Garbage Collection and Disposal Service Fee on the tax roll. The Service Fee is necessary to pay the cost of collection and disposal of refuse, the collection and management of recyclable materials and green waste, and administration of the District's contract. The collection of the Service Fee through the tax roll is the most cost-effective mechanism in the billing and accounting of this Fee.

The Service Fee would be assessed on each parcel of property within the District and is determined based on the property use classification of that property as identified in the Assessor's tax roll. Each single-family residence would be assigned one refuse unit and charged \$206 per year (\$17.17 per month). Multi-family residences and businesses would be charged according to their assigned refuse units. The number of refuse units per parcel varies from one-half unit for a vacant parcel to 18 units for a community shopping center.

Each Supervisor
June 26, 2003
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Following your Board action of May 13, 2003, setting the public hearing date, the following actions have occurred:

- A public hearing notice was published in the Daily Breeze (English) and La Opinion (Spanish) on June 2 and 9, 2003.
- A notice was mailed to all property owners of identified parcels of real property within the District on May 15, 2003. The notice described the basis for calculating the Service Fee; the reason for the Service Fee; and the date, time, and location of the public hearing. Four written protests were received by Public Works. These written protests are substantially less than the 1,227 required to make a majority.

Item 34 – Awarding of Contract

This Item is to award a 59-month contract to Browning Ferris Industries Waste Systems of North America to provide automated collection and disposal of refuse and the separate automated collection and management of recyclable materials and green waste to residents and businesses/commercial establishments in the District. The contract would begin August 1, 2003, and end June 30, 2008.

On February 6, 2003, Public Works solicited proposals from 149 Countywide permitted haulers. Proposers were requested to provide costs for three alternate methods for collection of refuse, recyclable materials, and green waste. On March 6, 2003, three proposals were received. Under a “blind bid” process, all three proposers were found to be responsible and responsive.

Based on the prices and operational preferences of the residents of the District, Public Works chose the alternative which provides separate collection. Under this alternative, each single-family home would receive, among other things, three containers (one 96-gallon refuse container, one 64-gallon recyclable container, and one 64-gallon green waste container) and unlimited bulky item pickup. Businesses and multi-family residences would receive a specified number of containers or equivalent size dumpsters/bins according to their assigned refuse units. BFI would be visiting all businesses and multi-family residences in July to customize their service.

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cc: Chief Administrative Office
Executive Office